Meeting Agenda
Wednesday – February 8, 2023
9:30 AM
Florida State University – College of Law
425 West Jefferson Street, Rm A025
(Wayne and Pat Hogan Courtroom) – Advocacy Center

1. Approval of meeting minutes
   - 1.1. Meeting minutes for October 6, 2022
2. Discussion of application for ownership transfer
   - 2.1. 2022-048451 West Flagler Associates, LTD
3. Discussion of recommended orders
   - 3.1. 2022-015909 Zimmerman, Ramsey
   - 3.2. 2022-024632 Hughes, Freddie
   - 3.3. 2022-028758 Fong, Alfredo
4. Discussion of default final orders
   - 4.1. 2021-055168 Chrinos, Jose Eliel
   - 4.2. 2022-024925 Gamez Hernandez, Enrique
   - 4.3. 2022-039095 Pazos, Mauricio
   - 4.4. 2022-042508 Mariani Garcia, Hector Reynel
   - 4.5. 2022-048601 Gonzalez, Edi
   - 4.6. 2022-051773 Parhizgar, Robert R
   - 4.7. 2022-053400 Nunez, Milton Mauricio
   - 4.8. 2022-053955 Ganpath, Vaughn Ryan
   - 4.9. 2022-055544 Rodriguez, Jaun
5. Discussion of consent orders
   - 5.1. 2022-033589 Tampa Bay Downs, Inc.
   - 5.2. 2022-035114 TBD Entertainment, LLC
   - 5.3. 2022-043911 TBD Entertainment, LLC

5.4. 2022-034237 Washington County Kennel Club, Inc.

5.5. 2022-052199 Sarasota Kennel Club, Inc.

5.6. 2022-043887 Sanford Orlando Kennel Club, Inc.

5.7. 2022-046021 Daytona Beach Kennel Club, Inc.

5.8. 2022-047408 Lopez, Brayan

5.9. 2022-051624 & 2022-055140 South Marion Real Estate Holdings, LLC

5.10. 2022-052397 Kosakowski II, Gary S

6. Discussion of license denials

6.1. 2022-051531 Chambers, Edward

6.2. 2022-052442 Reed, Stephon Tyjuan

6.3. 2022-052463 Mason Jr., Anthony

6.4. 2022-061179 Gonzalez, Gilfredo

6.5. 2023-001656 Broadhurst, Star Nicole

6.6. 2023-003247 Santiago, Hector Omar

7. Discussion of final orders pursuant to request for respondent

7.1. 2022-047903 Morales Moreno, Rene

7.2. 2022-052805 Buntin, Eli Everett

8. Discussion of legislative proposal

9. Discussion of policies and procedures

10. Executive Director update

11. Public comment

PERSONS WISHING TO ADDRESS
THE COMMISSION ON ANY OF THE AGENDA ITEMS
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START OF THE MEETING

MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

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1. Approval of meeting minutes

FLORIDA GAMING CONTROL COMMISSION

PUBLIC COMMISSION MEETING

DATE: October 6, 2022
TIME: 9:30 a.m. - 12:00 p.m.
LOCATION: W.V. Knott Building-Capital Complex
4th Floor, Room 412
Tallahassee, Florida

Reported by:

JESSICA RENCHEN, Court Reporter
For the Record Reporting, Inc.
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COMMISSION MEMBERS:

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

P R O C E E D I N G S

CHAIR: Good morning, everybody and welcome to the October 6th, regular meeting of the Florida Gaming Control Commission.

Commissioner Drago, would you be inclined to lead us in the pledge?

COMMISSIONER DRAGO: Yes. All rise and join me in the pledge of allegiance.

(Audience participation).

CHAIR: All righty. We have a pretty full agenda today so I'm going to go ahead and jump right into it. Mr. Trombetta, I believe we're going to have Ms. Stinson present Item 1 on the agenda, correct?

MR. TROMBETTA: Yes, Mr. Chair.

Let me go find her. I think she might have just stepped out to go, maybe, get more speaker cards or --

CHAIR: Sure.

Lou, if you wanted to give the 50,000-foot intro to this -- I kind of wanted to make a few comments on it before we got into the real details, so I think that that would be just fine.

MR. TROMBETTA: I -- I could do that. I'd also offer one other suggestion if we might do No.

2 instead of No. 1.

CHAIR: Let's go ahead and do the 50,000-foot.

MR. TROMBETTA: Okay.

So what we have before you, sorry, excuse me -- is essentially a request from Tampa Bay Downs to issue a salience waiver as provided under the federal Horseracing Safety Integrity Act. HISA provides -- there she is -- a -- Liz, do you mind jumping in?

MS. STINSON: Absolutely.

MR. TROMBETTA: Sure. Thank you.

CHAIR: And Ms. Stinson, we're just doing sort of the 50,000-foot intro at this moment. We'll get into the weeds once we get into discussion but, kind of, just the what is this agenda item is what we are looking for.

MS. STINSON: Thank you. So this agenda item addresses Tampa Bay Downs' request for an exemption from the ban on the Lasix in thoroughbred horseracing. January 1st of 2023, Lasix is going to be banned by the Horseracing Integrity and Safety Authority and the federal law which bans Lasix permits states to seek a three-year exemption from the ban while the

effects of Lasix on HIS -- on racing horses is studied.

Tampa Bay Downs requests for the Commission to seek an exemption. They're requesting an exemption from the Horseracing Integrity and Safety Authority.

CHAIR: Thank you.

And commissioners and general public, this request gave me a significant amount of pause and I'm not going to bury the lead. I am going to vote for this today, so in this discussion it will probably sound like I am resistant to do so but I am going to vote for this today and I think -- and I'm going to encourage my fellow commissioners to also vote for this today, but I want to be very clear about what it is I think we're doing and why.

This gave me pause because the question of 'should' exists in this. And once we start to ask the question about whether something is good policy, a 'should' question, it raises red flags about whether we are starting to intrude into the realm of the Florida legislature who makes those policy issue decisions. Our -- our organic statutes, our authorizing statutes, tell us that

we have the authority to exercise all executive power as it relates to gaming in Florida.

To be sure, that executive power will include quasi-legislative power where we have to make some decisions when the legislature has told us, for instance, prohibit or allow this drug based upon the safety of the horses, then it would be incumbent upon us to figure out the safety of the horses and make that decision.

But where the legislature hasn't directed us to do so, then it is a legislative function and it's not our role. With that said, the legislature of the state of Florida has spoken on this issue. The statute allows for Salix; Lasix; florisene. The legislature has allowed for this drug within 24 hours but not within four hours. That is the policy decision that was made by the people of the state of Florida as expressed through their legislature. It is our job as an executive function to effectuate the will of the State legislature.

Not withstanding what the administrative request is from the federal government, they can't authorize us to do something that we don't have the authority to do as given to us by the

legislature. We cannot make that policy decision of should we have waiver or not. We shouldn't be making that policy decision. What we should be doing as an executive function, is communicating to the federal government our State legislature has made this decision. This is the state law and to effectuate it, it is necessary for us to seek this waiver. That's what I think we should be thinking about and what we should be doing today.

We will hear some testimony of course, and I'm very thankful to the people who traveled all the way here to tell us about the pros and cons of being able to or not use this drug. However, I think what we are considering, as an executive function, is simply whether we are carrying out the will of the people that has been expressed by their legislature. With that, I will open it up to questions for Ms. Stinson and I expect you'll probably want to call in some experts to answer some of those questions.

VICE-CHAIR: So I -- I think I -- I -- if we're clarifying our positions, I think where I stand at the moment is -- is very much so undecided on the merits of the matter. I, specifically in my mind, I -- I kind of,

explicitly, kept myself from making a conclusion of whether or not this should be allowed until I think we heard some testimony from -- from folks that are -- that did travel here and I'm looking forward to hearing what they have to say on the matter.

And so I don't have any immediate questions for you Ms. Stinson but I -- I do hope to learn as we go along with all the background material that has been provided which, thank you to the staff and others who have -- who have already submitted information. It has been helpful.

COMMISSIONER DRAGO: And I -- and I agree and I'd like to hear the whole presentation. I'd like to hear everything and I'd like to hear the comments from the public and certainly, Ms. Stinson, your presentation and all this information that you've provided, so, I'm -- I'm ready and willing to -- to hear both sides of the argument at this point.

MS. STINSON: Absolutely.

First, I wanted to direct the commission to 550.0251, which deals with the powers and duties of the Florida Gaming Control Commission. And under Subsection 11, it specifically says that the

commission shall supervise and regulate the welfare of racing animals at pari-mutuel facilities. So that is a jumping-off point for this discussion.

At this point I will turn to Dr. Cole who will give you an overview of what Lasix does and how it affects racing animals.

DR. COLE: A veterinary -- a veterinary pharmacologist. I run the drug testing program at the University of Florida which currently carries out the drug testing program for the Commission. I'm going to try to keep my presentation very concise and I'm not going to try to turn you into veterinarians or pharmacologists, but I do want you to have an understanding of the situation of why we're using Lasix and what's the condition about it.

So first, before we talk about Lasix, we have to talk about why we use Lasix. Basically, we are addressing an issue that is a very old issue in racehorses called exercise induced pulmonary hemorrhage. The name's kind of new, the condition has been around for hundreds of years. The figure that you see is of a horse that was originally called Bartlett's Childers. This was a horse in

the 1700s, it -- it used to develop blood at its (indiscernible) so consistently after it raced that it's name was colloquially changed to Bleeding Childers; so, very common condition. It is a great grand sire of Eclipse, which was one of the most famous racehorses in modern day.

So take home, this isn't a new condition. It's also important to know that it is only -- not only a condition of racehorses. It's been diagnosed in almost every breed of horse that exercises intensely and that's another important point. It is the intense activity of racing or some other athletic competition that generates this bleeding that occurs in the lungs. So horses in the Olympics doing eventing, reining horses, any horse, again, that does severe activity, intense activity might develop this condition.

So why do they do this? Because it is very unusual. As far as I'm aware no other species develops this condition at anywhere near the frequency that horses do. And it's probably a very special condition associated with how the horse has been bred and selected through the years. So what you're seeing is very -- I probably won't do -- since you're looking at that

one, so it is a very stylized version of the cardiovascular system, obviously, the lungs are missing in this horse.

But just so we're all on the same page, deoxygenated or low-oxygen blood comes back into the heart from the venous system, it goes into the right side of the heart, it's then pumped into the lungs where it receives oxygen back into the left side of the heart where it's then pumped and distributed throughout the body. This is very similar our own system, without a doubt. This is a little bit more stylized version, same type issue though.

By convention, deoxygenated blood is going to be pronounced in blue and once it's oxygenated in red. The important part is those two lungs that are in pink on each side. When blood goes from the right side of the heart into the lungs, is where it gets oxygenated. And the problem occurs in the horse under intense exercises. The pressures that that heart generates become very, very high and the pressure in those pulmonary arteries is very, very high and it results in rupturing of those small venules and capillaries that are in the lungs.

Why horses do this is more of an evolutionary question because almost all horses do it. We've developed a very, very strong pump and unfortunately the lungs require that that tissue be very, very thin in between the blood vessels and the air so that you can have that oxygen exchange. And this just demonstrates it more from the view of the lungs. We have these little grape-like clusters, they're the alveoli, and as the blood comes out of the heart in those blue veins and it is oxygenated, the pressures are so high that some of those capillaries rupture and, as you see in that little small picture, we end up getting some blood into the lungs.

So where does Lasix come in? So Lasix is a diuretic. It is essentially a drug that causes the kidneys to produce a lot of urine and very dilute urine. So it is a way the body eliminates excess water and -- and electrolytes. It's referred to as a loop diuretic because that's the place that it works. Again, not trying to turn you into medics or -- but our kidney would look exactly the same. So this as a cross-section through the kidney and the work horse of the kidney is called the nephron and that's that inset

on the side. And that very long loop there is the loop of henle. That's where the all the magic happens.

So, normally, if you just drink a lot of water, it's -- your body, your brain, is going to tell the kidney, we've got plenty of water on board, create a dilute urine and eliminate some of that excess. If by other chance, you've been working out in the yard for several hours, you haven't been drinking in the hot summer sun, you're probably going to be dehydrated and your kidney is going to start to retain water and produce a more concentrated urine.

We use Lasix in human medicine a lot, primarily for conditions where you retain a lot of water, so, congestive heart failure or hypertension. So many of you may be familiar with people who develop hypertension. We tend to develop it on our systemic side of the circulation, not in the pulmonary arteries. Occasionally people do develop pulmonary hypertension, but they develop it more consistently -- it's something that's always present.

The horse's pulmonary hypertension only

develops during intense exercise. When it's at rest, it's totally normal. It's a very safe drug, relatively, and it's a very effective drug. So the only risks that we see in people who take it consistently, they may develop a low level of potassium, which is called hypokalemia, and occasionally, they can even develop actual low blood pressure.

So what does it do in the horse that has EIPH? So let me tell you a little bit of how we use it. So on race day, again, no sooner than four hours before the race, a veterinarian would administer, generally, 250 milligrams, maybe more maybe a little less depending upon the veterinarian and how they feel the horse -- what dose they need. The horse will very quickly begin to urinate, five to ten, 15 minutes. It will produce a lot of urine and it will continue to urinate for probably up to 30 or 40 minutes intermittently. Over that time period it can lose about 30 pounds of water, maybe more maybe less, again, depending on the horse and depending on the dose.

We want to say a horse is around a thousand pounds, those -- that's about a three percent body

weight loss. So if I was going to go out and run a short race, and I suddenly found myself three pound -- three percent lighter, that's not insignificant. And that's an important point we'll come back to later.

But studies have shown, and again, these are studies that have been conducted in research facilities, generally, on horses on the treadmill but they give that to a horse that bleeds and they do not allow the horse to replace that water, and they measure the pulmonary pressures in those horses, the pressures are lower. So we think it's probably not quite as simple but for the most part, it is this abrupt water loss that causes a decrease in the pulmonary pressures and so the horses bleed less. Horses generally won't -- even if you allow access to water, most of them won't drink a lot of water immediately after Lasix, probably because they lose both water and electrolytes and so they're body isn't telling them that they're dehydrated.

Over the course of those four hours, before the race and certainly during the race, you get a lot of fluid shifts and so the horses do recognize they're dehydrated and not to mention they lose,

generally, a lot of sweat during the exercise, during the race, and so they come back into the detention barn; they will drink a lot of water and they will recognize that they're thirsty. But it's important to know from a regulatory standpoint, which I think we're concerned about, is that Lasix will still be detectable in the blood and urine of the horse post-race.

Also important the -- generally, the urine is very concentrated. So one of the things that I've heard mostly, like, people's talk about is administering the diuretic to produce a dilute urine that will mask the presence of other drugs in the horse's system. That doesn't occur unless there's been a Lasix violation. So if it's administered four hours out and water is not allowed to be administered to the horse during that period or the horse doesn't drink, they will produce a concentrated urine and that is something that the laboratories monitor. They monitor the specific gravity or the concentration of the urine and they can measure the concentration of Lasix in the bloodstream.

So the pros and cons, and again, this is where a little bit of opinion comes in. But I try

to base my opinions very much on the facts, on the data that's presented, and the science as we know it today. And I will say Lasix as a very, very well-studied drug, probably more so than any other drug that we use in horses. There is very good evidence, and I think consensus, that it does decrease the severity of body fluid in horses that suffer this condition. It probably is most effective in horses that have mild to moderate bleeding. It doesn't prevent it and if you have a horse that has severe bleeding, it probably is still going to bleed.

It's also currently a level playing field, if you will. So currently, if a trainer/veterinarian feel like this horse would benefit from the use of Lasix, given some issues around house rules, etc., in the state of Florida as far as our regulations are concerned, it's not difficult for them to get the horse to be very able to race on Lasix. It must be controlled and it must be administered in the manner that we described.

A little bit out of my wheelhouse but I'll mention it just because others will and wanted to be complete, is that for the last so many years that the thoroughbred breeding industry has been

developed in a controlled Lasix environment. So horses have been allowed to be administered Lasix. If a stallion particularly benefitted from that administration, that's probably not something that's been factored into his breeding potential. That's in contrast to Europe where they don't use Lasix. So if a horse -- his performance suffers significantly from bleeding, that's probably going to be apparent and he probably won't be selected as highly as a stud. Again, I'm sure other people will speak more highly to that.

One issue is, it's also the devil we know. So we know horses have this condition, we know how to regulate it, we understand the pros and cons, and since we know that most horses, to some degree suffer from this, if we eliminate Lasix, what comes next?

We know people already understand how can I get my horse to bleed less? What other drugs to they go to? Do you have the ability on the backside and in the laboratories to control those next steps acutely? What are the cons to using Lasix?

Well, bit controversial, but it is a performance-enhancing drug, in my opinion. So

other studies have shown in horses that bleed very minimally, if you administer Lasix, and again, don't replace that water loss, they will have an improved athletic performance. Probably directly related to losing that weight. But, again, a little bit of a level playing field if we allow all the horses to use it.

Are there animal welfare considerations? Possibly. It does produce dehydration, that's without a doubt. It's an acute dehydration. It's replaced within hours, we don't see a lot of adverse events associated with administration. Now that's not to say that it isn't a stress on the horse. Racing alone, intense exercise, is a stress on the horse and then is an added metabolic stress. We're making them drop weight, we're making them lose electrolytes. So I don't want to minimize but, certainly, it appears that many, many horses who are administered Lasix recover just fine afterwards.

Should we be allowing horses to race with moderate to severe EIPH? We are one of the other -- only countries in the world that allow that. We certainly -- other countries certainly have horses that bleed, but I think they feel it's a

selection pressure that if the horses bleed significantly enough, maybe they need to find a different career path. To me, which I'm sure you guys understand, it's a -- it's a bit of a public perception.

So one could look at it and say, gosh, 90 some-odd percent of horses that race have to have a medication on race day in order to go out there and compete. On the other hand, you could say, there's a condition that is very, very common in almost all racehorses and now we have a mechanism that we can ameliorate some of those negative consequences and allow the horse to compete to their full potential.

So I'm happy to take questions and I also provided, which I'm sure you all pulled down and read, some recommended readings. There's a plethora of information out there. I just really provided these; these are a lot of the ones I based some of my opinions on. But there is a lot of data out there in order for you to form these opinions.

CHAIR: Thank you, Dr. Cole.

Commissioners, questions? Commissioner Brown? Okay.

COMMISSIONER BROWN: Thank you so much. And thank you for your presentation and -- and the work that you are doing for the Gaming Commission and the industry as well.

So, just to understand, I'm familiar with Lasix in humans, having family members that have been on it. But horses, so they bleed less with the Lasix? Does that mean that they, regardless of administering the Lasix, they will be bleeding during racing.

DR. COLE: Yes. I mean we think -- some horses it's very mild. You actually have to put an endoscope down and you may see this mild-to-moderate presence of blood. Whether or not those horses will not bleed at all, we don't know. But I would say it does not prevent bleeding, it makes it less severe.

COMMISSIONER BROWN: Does the condition cause permanent damage or lessen the -- the life of the horse?

DR. COLE: Certainly horses that suffer from severe EIPH, I mean, some of them will rupture and die. So it can cause lethality, without a doubt. That's rare.

Most horses bleed mild-to-moderate extent and

go on to have very happy, healthy lives. That's not a significant cause of euthanasia, I would say, in the average racehorse.

COMMISSIONER BROWN: Before a horse enters a race in Florida, do you have a report of their history of this condition?

DR. COLE: Generally, they have to apply to be on, so one would know if this horse was on the bleeder list in another state.

COMMISSIONER BROWN: How many, percentage wise, just a rough estimate, how many horses right now, to your knowledge, rely on Lasix?

DR. COLE: So someone may be give better, but my -- my impression and my understanding is it's more than 90 percent of the horses, if they're allowed to compete, we'll administer Lasix.

COMMISSIONER BROWN: Do you know how many states, and maybe others in the industry any, but how many other states or if the majority are relying on Lasix to compete.

DR. COLE: Oh, currently?

COMMISSIONER BROWN: Yeah.

DR. COLE: Currently, Lasix is permitted in every state and there are currently some tracks that limit use of Lasix in certain races under

house rules. But I'm not aware of any state, that's not my area of expertise, that has simply eliminated the use of Lasix at this point in time.

COMMISSIONER BROWN: What are the other countries using? You said that the United States is the only one that permits it.

DR. COLE: There are no publications demonstrating the efficacy of any other drug to the reduce the severity of this. I'm pretty comfortable that that's true. Other state -- other countries may use other approaches.

Maybe they withhold water for a day in order to produce that same level of dehydration. There may be other substances they try but there's nothing in the literature that supports the use of any or drug as effective against EIPH.

COMMISSIONER BROWN: Thank you so much.

CHAIR: Commissioner D'Aquila?

COMMISSIONER D'AQUILA: Dr. Cole, thank you for a brilliant presentation. I haven't enjoyed biology this much since college.

Stakes races, my understanding is, currently do not allow Lasix.

DR. COLE: Correct.

COMMISSIONER D'AQUILA: Is -- is that true?

DR. COLE: Yes.

COMMISSIONER D'AQUILA: Have there been a noticeable increase in horse injuries in stakes races as -- in -- and, you know, I understand this thought necessarily your area of expertise, but --

DR. COLE: I -- I have -- that has not been brought to my attention nor anyone said we've had more horses suffering from epistaxis or overt bleeding through the nose since we eliminated that.

COMMISSIONER D'AQUILA: Okay. Have there been any horses that have -- had negative effects from taking Lasix that caused anything to their detriment health-wise or ended their racing?

DR. COLE: Noth -- nothing that is proved, but I think we do certainly recognize that this particularly, maybe, in South Florida, in the summer, it's an added stress for the heat. And it certainly can produce some electrolyte abnormalities in these horses so does it contribute to heat stroke sudden death. Nothing's ever been shown but that's the -- that's the only mechanism that I could say it's possible to.

You know, most of horses they come out of these races, they are tired and you can tell that

for the next 24-72 hours. But the horsemen know that as well so these horses are given that time off and -- and basically given time to recover from the race. How much is from the race and how much from the Lasix? Very hard to parse.

COMMISSIONER D'AQUILA: Is the three percent of body weight, is that an average? Are there situations where certain horses, due to breed or age may have an extreme weight loss that could make -- raise the risk? Or is that, you know, is it -- is the standard deviation?

Let me ask the question a different way, somewhat --

DR. COLE: Yeah, it probably can be much larger. That's an average and I think part of the difficulty we have is most of that comes from research horses where we try to control as much as we can so we also give 250 milligrams or milligram per kilo dosing, but most are going to give the 250-milligram dose. If it's a small horse, 700-800 --

COMMISSIONER D'AQUILA: Right.

DR. COLE: -- pounds, the effect is much larger.

So you give that or maybe the larger dose of

500 milligrams, certainly you're going to have a much larger effect. But I will say most veterinarians, there -- there's an endpoint of diminishing returns. So if you push them to that end, they certainly won't race well and that's typically not what the veterinarian or trainer are trying to accomplish.

COMMISSIONER D'AQUILA: My last question.

The Lasix that we're using for the thoroughbreds, is it the same Lasix we're using in humans.

DR. COLE: Yes, in terms of, yeah, there is no approved product. It is the human and Lasix -- I think it -- there's also a -- Salix is another name and that -- but it's the intravenous formulation. There're oral formulations approved for use in humans that we could also but -- but generally don't. It's -- it's always an IV administration.

COMMISSIONER D'AQUILA: If I may ask one more? Are there currently any products, either in final test phase, or I should say drugs, or -- that are out there that are positioning themselves as an alternative to Lasix that might be contributing to this attention and so forth?

DR. COLE: Not that I'm aware of but the drug companies can hold those pretty -- cards tight to the chest.

COMMISSIONER D'AQUILA: Right.

DR. COLE: I will say there's been a number of drugs that have been developed and not been successful in proving efficacy but another company -- a number of companies have tried to address it. I think part of the limitation is, really, they need to push it out to at least to 24 hours to be successful; 48 being ideal, in trying to get a drug that's effective and lasts that long has -- has been challenging.

COMMISSIONER D'AQUILA: Thank you very much.

CHAIR: Commissioner Drago?

COMMISSIONER DRAGO: Thank you.

Doctor, I have -- I'm kind of curious about a couple of things and you might -- I might have missed it in the presentation because I really liked looking at all the diagrams of everything, so --

DR. COLE: Good.

COMMISSIONER DRAGO: -- I might have missed it.

If it -- does the bleeding condition occur

naturally in nature? In other words, a horse that is not performing at this level, like in racing, could a horse run himself so hard that he -- he, in -- just in nature that he -- that he bleeds?

DR. COLE: So, I'm unaware of any studies that have been done on mustangs, which would be the equivalent, but it is probably less likely given that they've been more selected for being short, squat, and still fast. But I think it's less likely, but it would not surprise me if it still occurred to a mild extent.

But short of the -- the wild horse, any of the other populations -- the only horses that I've -- we've -- we've consistently -- don't bleed very much are the ones that don't work very hard. So the ones that really are like, yeah, no we're fine.

COMMISSIONER DRAGO: So my giddy-up horse that I have and that I ride, I've never seen him bleed from the nose so it probably -- I'm not probably pushing him.

DR. COLE: No, I know -- there -- yeah, right. The trail riding even at the level that -- that I ride, I'm sure my guy isn't -- isn't pushing it to the max.

COMMISSIONER DRAGO: And just one other question. When it's recognized that a racehorse needs Lasix, that is bleeding -- he bleeds from the lungs, is that recognized when they're younger in training and then, if so, do they start getting the Lasix young, like, through their lifetime?

Do they have to be conditioned to this or are they just give it to them when they're going to go out and race?

DR. COLE: So there's probably others better qualified, but it -- it generally is -- and again with some areas we have house rules against two-year-olds now racing on it, but most trainers would probably wait to a certain point before they start them on it. Three-year-old year would be more common than two and -- but I think it's once they start on it, most horses continue to race on it.

There are a few horses that you put them on it and they don't race well, and so there's always the horses that don't race. So I think the trainers are pretty savvy to say, you know, did my horse or I feel like it improved when he raced on Lasix versus not? But, again, the majority of them do administer Lasix.

COMMISSIONER D'AQUILA: Thank you, Doctor.

CHAIR: Mr. Vice Chair?

VICE CHAIR: Just sort of off Commissioner Drago's question. How -- how exactly or roughly, how prevalent is the use of this drug in horses in -- outside of the racing industry?

So in work horses or would you find this on a -- on a farm that utilizes horses to some capacity or is it -- is it relatively unlikely?

DR. COLE: It would be unlikely. In most of the very intense competitions like FEI, which is the Olympics, it would not be permitted. And farm horses or draft horses or horses in other competitions, if they surmise that it happened, and it was a permitted medication, I'm sure they would use that. It's more a question of whether or not the other regulatory agencies allow it to be used.

VICE CHAIR: And then just to, and this may be outside of your area of expertise, just it sounds like in -- in Europe, for example, where this drug is -- is not permitted, it sounds like there -- there may be other -- other techniques being used to -- to counter act this versus the Europe breeders maybe trying to select against --

DR. COLE: I would say both.

VICE CHAIR: -- this? Both?

DR. COLE: I would say both. I would say certainly there's a less tolerance that if the horse bleeds and it's severely impacts or significantly impacts the horse's performance, he probably ends getting another job quicker than a horse in the United States.

VICE CHAIR: Okay. Thank you.

CHAIR: I think my question is probably for Ms. Stinson.

Ms. Stinson, without our request of a waiver, the federal government, if I'm correct, will prohibit the use of Lasix within 48 hours, correct? Which is effectively just prohibiting it's use with racing?

MS. STINSON: Yes.

So just to give a little bit of -- of context. The exemption would be for the next three years --

CHAIR: Mmm-hmm.

MS. STINSON: -- while the Horseracing Integrity and Safety Authority studies the effect of Lasix in racehorses.

CHAIR: And -- and the current Florida

Statutes on that subject, I think, is 550.2415, Paragraph 8?

So if we do request this, then the status quo we would be preserving, and correct me if I'm wrong, would be furosemide is the only medication that may be administered within 24 hours before the officially scheduled post time of a race but it may not be administrated within four hours before the officially scheduled post time of a race. That's is the present law?

MS. STINSON: Yes.

So that is the present law for horses that are on the bleeder list. There was a legislative push, actually, in I believe 2014 or 2015 that specifically added that statute that you just read and allowed horses that are on a bleeders list, they are actually required to have Lasix in their system, per Florida law, when they race.

CHAIR: So in 2014 or 2015, the legislature considered this issue and they spoke on it?

MS. STINSON: Yes.

CHAIR: Okay. Commissioner Brown?

COMMISSIONER BROWN: Thank you.

Ms. Stinson, during the three-year study, how are the states going to be involved with the

findings that come of it? And then, do -- because with -- it may vary from state to state, and then who, ultimately, will make the final determination? HISA or the states based on the evidence in each state?

MS. STINSON: Sure.

It is an independent study done, conducted by HISA and they will be the ones evaluating the results of the study and if the study -- if they find that the study is -- indicates that Lasix is a drug that can be used, they are authorized by statute to then go and change the federal rules regarding Lasix in horse races.

COMMISSIONER BROWN: Will -- will the state, each state including Florida, will -- will we be able to have access to the studies?

MS. STINSON: I believe we will have access to the studies but I am not sure on that question a hundred percent. But I do know that the racing authority is required to conduct this study per statute.

COMMISSIONER BROWN: And if the state legislature determines that Lasix is permissible, can they, during this three-year period take action on their own?

MS. STINSON: So the -- on the application, the request for exemption, the race -- the state racing commission has to say what level they are going to be setting their Lasix requirement at. And we would be able to go back to our 2014-2015 rule that we have in place now and if we wanted to change that, I believe we would be able to change it. We just couldn't change any lower than what was in effect December or September 1st of 2020.

CHAIR: Commissioner D'Aquila, go ahead.

With that, I think I'm going to move into public comment. Give us a little bit more information before we open it up to debate. Just going to go in the order that I have with the cards. I have Dr. Diane ben -- I'm sorry, Dionne Benson.

DR. BENSON: Good morning, commissioners. My name is Dr. Dionne Benson. I'm the chief veterinary officer for the Stronach Group who owns, among other properties, Gulfstream Park. We're actually in support of this.

It may come as a little bit of a surprise to the commission because we already have a restriction on stakes races and two-year-old races. And to be clear, I believe that the way

that the statute or the federal law works, is that January 1, 2023, even if you request the exemption, you can have no Lasix in two-year-old races or stakes races. Anything that has the word 'stake' in it or 'two-year-old,' it will be prohibited by federal law.

I'm formally a lawyer, but I'm not, you know, I'm not going to tell you guys how the interaction of Florida and state law and federal law works. I'll let you -- you have that discussion with HISA and the regulatory authority. But, we believe and what we have seen in the last few years is, actually, you know, I believe one of the commissioners asked about number of fatalities, have we seen an increase?

This year to date, we have seen two fatalities associated with sudden death. Those aren't necessarily associated with bleeding. And that is with -- and neither, to my recollection neither of them are in -- were in a two-year-old race or a stakes race. But what we believe is it's very important to allow this time for not only HISA and the regulatory authorities to figure how to best proceed if Lasix is going to leave or if Lasix should stay, but also to allow the

horsemen to adjust.

There is a breeding component, potentially, to this. Dr. Cole mentioned a famous horse who -- who, basically, started all this. And there was another one, Northern Dancer, who was known to be a bleeder and if you look at the pedigree of most horses racing today, they have Northern Dancer in them.

So there is going to -- it is going to take some time for us to see how these two-year-olds and stakes horses do across the country. See which ones, potentially, have less likelihood to bleed and allow us to potentially shift the breeding towards those horses because they will ultimately be more hardy and have longer careers and have more successful careers without Lasix.

So I think there is some benefit to taking this pause and this time and this opportunity to study not only Lasix as an issue but the horses. Like I said we've had some -- some very good success in southern Florida. California has been prohibiting two-year-old and stakes races for almost three years now. And Maryland has also prohibited in their two-year-olds and stakes races. Ultimately, I think, if Lasix goes away,

we will figure out how to safely and successfully race as they have in other countries.

You know, I -- I have a very good friend who says around the globe we have figured out how to safely and successfully race with or without Lasix. The point is we're -- we're behind the times. If we're going to do without Lasix because for 50 years we have been doing it with Lasix and we have a generation of trainers who have never trained without Lasix, it will still be allowed in training. It is used in training in Europe. That just shows you how beneficial it is in -- and the country.

And I believe the other question that was asked by the commissioners is where in the world is it used elsewhere? It is allowed in non-group and that's their graded stakes races in many sub South American countries. So they're just trying, again, keep it out of the breeding stocks and so this would be a very similar regulation to what they use there.

I'm happy to answer any questions you have. I -- before this I was executive director of the racing medication consortium which helps set the medication rules. So I'm very familiar with this

issue.

CHAIR: Commissioners, for any of public speakers, I'll leave the floor open for questions, so just speak up as -- as they occur to you.

COMMISSIONER D'AQUILA: What was the -- first thank you for your presentation, Doctor; brilliant.

What was the reasoning for preventing the two-year-olds from receiving the drug?

And I might add -- expand that question to the stakes. Was it just a matter of competitiveness in the stakes race?

DR. BENSON: Yeah, I think our perception is it -- it -- it really becomes a public perception issue for the two-year-olds. And we wanted to see what the two-year-olds would do without Lasix. As a part of that, you know, to see which -- which horses didn't bleed; how much they bled.

And as a part of that we did do an extensive study in conjunction with the Florida horsemen as well as several groups around the country where we sampled of number of two-year-olds that were both on Lasix in racing and off Lasix in racing. And we sampled a number of stakes horses that were on Lasix in racing and off Lasix in racing and that

study was done by a Professor Warwick Bayly, who's out of Washington State and has done a lot of the research in this area.

That race research was recently concluded and we are expecting, I think, five or six different papers that will come out. And that will be available publicly. And it will also -- that will help us kind of guide what we are going to do. But what we've -- some of the things that they've found are really very interesting.

I mean, for example, horses that bled -- the way that bleeding in horses work is -- it's on a scale, zero to five. Zero is nothing, five is frank epistaxis, blood coming out of the nose. Most horses don't have a five. We don't see very many of those.

But, what they found and which was surprising, is a horse might have a one -- level one day, a three the next time they race and then go back down to a one. We always assumed it was a very progressive disease that once it happened it was only going to get worse. But the horses that we followed through a year were -- were very -- highly variable. And that kind of information you can't get if you're -- if you don't actually take

a step to prohibit Lasix. And by doing that in the two-year-olds we were really able to tie it back and -- and control a lot of the breeding information, so.

COMMISSIONER BROWN: By the way, superwoman. Doctor and lawyer; that's pretty impressive.

DR. BENSON: Thank you, thank you.

COMMISSIONER BROWN: You found a much better path than --

DR. BENSON: Yes, yes.

COMMISSIONER BROWN: -- than --

DR. BENSON: And I'm halfway through a masters in animal welfare, so.

COMMISSIONER BROWN: Oh, my-goodness, you just -- well, very impressive.

DR. BENSON: I like school.

COMMISSIONER BROWN: Something that you said struck me was that Europe uses Lasix in training and in Florida, you-all use Lasix in training as well. So even if the exemption is -- is not stopped, you would still continue using Lasix in training?

DR. BENSON: Yes.

They could -- can still continue using Lasix in training. And -- it just wouldn't give the

horsemen the opportunity to change how they're -- they're preparing for a race. Because you prepare for a race much differently. And I think the other thing I'm sure there are people who can better speak to this, it would put Florida at a huge economic disadvantage.

COMMISSIONER BROWN: Oh, I would like -- I would be interested in hearing a little bit more about that.

DR. BENSON: Yeah, well, I mean if you -- I don't know of another state and I've -- I've pulled several. Pennsylvania is applying for it, Kentucky is applying for it. Minnesota is applying for it. I believe Maryland and California will likely apply for it. I'm -- I can't imagine that Arkansas won't apply for it so we will see a lot of our horses go to places where they can race on Lasix because they know how to do that.

COMMISSIONER BROWN: Absolutely. Thank you. I appreciate that.

CHAIR: Thank you, Doctor.

DR. BENSON: Thank you.

CHAIR: To everybody who puts in a speaker card, let me apologize in advance if I don't

pronounce your name, correctly and feel free to correct me. I take no insult.

Mr. Mike Denny?

MR. DENNY: I'm here to -- for the Tampa Bay horsemen and Lasix would really be a needed issue. And as far as I've been training horses, I believe that you just try to control it and when you don't have Lasix, you're going to end up getting worse. It's like a sore that just keeps getting bigger.

CHAIR: Commissioners?

Thank you, Mr. Denny, I appreciate it.

MR. DENNY: Okay.

CHAIR: Oh, of course.

COMMISSIONER DRAGO: So -- so without the Lasix, then, what would you do? If you can't use Lasix, then what would you do? What's the next step.

MR. DENNY: You try the best you can with medication earlier but, you know, most likely you just have to get rid of the horse.

COMMISSIONER DRAGO: Right. Okay.

MR. DENNY: And I believe when you get into older horses, you could lose 50 percent of the population in the -- in that amount of time.

COMMISSIONER DRAGO: Oh, okay.

MR. DENNY: And I think, maybe, in Europe, I'm not positive, but they don't train in big cities like us. We're in the pollution zone where they're out on a farm, out if the open the horses easier than they do in the confined area in the major cities that horses race in.

COMMISSIONER DRAGO: Thank you very much.

MR. DENNY: Thank you.

CHAIR: Mr. Andy Belfiore?

I apologize.

MS. BELFIORE: That's okay. It's a common mistake.

Hi, I'm Andy Belfiore, I'm the executive director of the Florida Thoroughbred Horsemen's Association and we represent the 6,000 owners and trainers who race at Gulfstream Park in South Florida. And it's our job to protect the interest of the horsemen but it's also very much our job to protect the welfare of the -- and safety of the horses themselves. And to that end, you know, we -- we work side-by-side with regulators and with the race tracks to develop protocols that are going to increase safety for the horses.

You know, over the years we have better technology for diagnosing injuries, we have

increased veterinary scrutiny to make sure the horses are well cared for, race track maintenance has really improved so that we know the safety of the surface is really best for the horse, and the medication regulations have increased and we have stricter regulations particularly on medications.

And if you compare racing medication regulations to other sports, you'll see that it's much stricter in horseracing that it would be in the Olympics or in pro or even college sports. Those athletes, they can use pain killers, they can use muscle relaxers, anti-inflammatories, really right up to game day. But in horse racing, everything except Lasix is strictly prohibited within 24 hours of a race. And most medications you have to push them much further out than that.

But we allow Lasix as, you know, Dr. Cole and Dr. Benson both said, because we know that horses do have this condition. It's very prevalent. Studies have shown that, you know, the -- the study we did in Florida looked at 296 horses who raced without Lasix in stakes races. And of those -- that group, 62 percent, 184 horses, had some level of bleeding. And 14 percent, so 42 horses, had the higher level of bleeding. Not necessarily

bleeding out of the nose, but, you know, a level three or a level four. But we also know that Lasix is pretty effective in preventing or at least, mitigating bleeding.

In New York, for instance, Lasix wasn't permitted until 1995. In most states, it started in the 70s. But in New York it was 1995 and they had kept very strict records on epistaxis, bleeding from the nose, prior to allowing Lasix and then after it was legalized in '95. And they found in the year following the legalization of Lasix, the evidence and incidents of epistaxis, the bleeding from the nose, dropped 80 percent and it stayed down. So the evidence in favor of -- of using Lasix was there and they've used it ever since.

So we, you know, we feel that this study is going to be conducted and they're going to look into Lasix and they're going to look into alternative therapies to see if there is something we can use otherwise, but in the meantime, we know Lasix is effective, we know it helps the horses, and so that's why the Florida Horsemen's Association is very strongly in support of an exemption so that we can continue to treat our

horses with the best care we can while this study is conducted until we get the results. Thank you very much.

CHAIR: Thank you. Dr. Orlando Paraliticci. Tell me I got that one right?

DR. PARALITICCI: Dr. Paraliticci; you did.

CHAIR: All right.

DR. PARALITICCI: So good morning, my name is Dr. Orlando Paraliticci. I'm a private practitioner in Tampa Bay Downs with -- I work for Mike Denny also. So he asked me to come to answer any question or talk to you guys about side of it which is the private side. We don't do the regulatory veterinary which is the one that delivered the Lasix to the horses on race days. We do the pre-ones for training which you were showed is milder and definitely it -- I recommend continuing the use because my example would be of these two-year-olds that have -- haven't been having the Lasix we go and endoscope them after races and in my part of the -- of my practice, I would have to say, like, 70 or 75 of them have some kind of trace of blood.

Which puts me to think if we try and do the soundness through the animal, which is what we're

looking for, we're already starting a young career already with inflame problems. So if we can keep them from doing this, my example to the trainers is usually if you have a scab and you keep messing with it, you're going to keep bleeding it. If you leave it alone and if you put it in some kind of treatment, it would heal and you can continue and we could decrease the amount of the dosage of the Lasix which would help, even still having it but it would help in the own way. That's kind of what I wanted to say.

Any questions?

CHAIR: Thank you, Doctor.

DR. PARALITICCI: Thank you.

CHAIR: And Commissioners, that is all of our public speakers. I am going to open it up for debate and then as a matter of procedure, on the question of should we move forward on requesting the exemption, I'll take a roll-call vote and depending on the outcome of that roll-call vote, we can do a motion to effectuate it.

Commissioner Brown?

COMMISSIONER BROWN: Thank you. I -- I think the evidence is more than compelling that Lasix mitigates the effects of bleeding. It's clear

it's being conducted in practice, in training, not just in the States but also in Europe. I think I'm -- I would be very much in support of the exemption and study during the three years.

CHAIR: Commissioners?

COMMISSIONER D'AQUILA: I concur with Commissioner Brown.

CHAIR: Any further debate?

VICE CHAIR: I concur with Commissioner Brown and Commissioner D'Aquila and -- and on the legal reasoning, at least legal argument, I concur with the chair as to -- as to where Florida -- Florida should be postured.

I do have concerns long-term in -- in having discussions with where HISA and HISA or HISA, whatever the -- I've heard both, and other ways to pronounce the name of the organization. But I do have concerns about where -- about their process for how this winds up when this three-year period ends up.

I think it's something that the commission should -- should monitor closely or with the industry and others to make sure that if there is some sort of change with the usage and allowance of -- of this medication that it -- it is not

something that winds up harming the horses as well as the industry.

So I think that the -- that the commission should -- should be as active as possible, this would be my preference in monitoring the on going use of this which seems consistent with -- with the view of Florida legislature and I think, based on what I'm hearing today, the sentiment of all the commissioners.

So, with that I -- I have nothing further.

COMMISSIONER DRAGO: I -- I, too, am in support of the exemption. I think that there's definitely a need for more definite research in this area and determine if there are other options to the Lasix or not. It seems to be working but there may some or things when we can have some more time to -- to look at it I think is important.

So I'm in favor of the exemption.

CHAIR: And I will only clarify again, that I don't think it's our role as a commission to make the normative decision of whether we should or should not. I simply think that it is our role to effectuate the will as expressed through the state legislature and that if we don't ask for the

exemption, and we allow the federal government to preempt the state legislature, that we would be abdicating our duty to effectuate Florida law.

And with that, I'll -- I'll take a vote on the question of whether we should seek the waiver.

Commissioner D'Aquila?

COMMISSIONER D'AQUILA: Yes.

CHAIR: Commissioner Drago?

COMMISSIONER DRAGO: Yes.

CHAIR: Commissioner Brown?

COMMISSIONER BROWN: Yes.

CHAIR: Mr. Vice-chair?

VICE-CHAIR: Yes.

CHAIR: Show it unanimous.

And can we have a motion to direct staff to prepare the request for the waiver and communicate to the federal government?

VICE CHAIR: So moved.

COMMISSIONER BROWN: Second.

CHAIR: Any opposition?

Show the motion carries. Thank you.

All right. Item No. 1.

And so let us move on now to agenda Item No. 2. Mr. Trombetta?

MR. TROMBETTA: Thank you, Mr. Chair. And if

I may, there's -- if you'll entertain me, I think we just have one -- one more item on Agenda 1.

Just to kind of clarify the -- the motion that you-all just passed.

There's a form that we will have to fill out to effectuate the motion. And on the form one of the questions involves, the question says, it's question No. 6: Please submit here with your commission's proposed limitations of the use of furosemide that would apply to your state under the anti-doping and medication control program during the exemption period.

If I may, and if you'll entertain me, would we --

CHAIR: Commissioners, my understanding and -- and forgive me if I felt that it was implicit, but my understanding is that that section would be filled out to reflect status quo, the current statutes, and roles we have in place.

COMMISSIONER BROWN: Yes.

MR. TROMBETTA: Thank you, Mr. Chair.

CHAIR: Thank you.

Item No. 2?

MR. TROMBETTA: Item No. 2 is the discussion of the breeders awards plan submitted by the

Florida Thoroughbred Breeders and Owners Association. I think we have staff here that is ready to present this if you desire.

CHAIR: Who is talking with us today?

MR. TROMBETTA: Ms. Kim Ferree.

CHAIR: And I will let everybody know I do not have any speakers cards on this agenda item. If anybody was inclined to speak when we get to public comment, you probably want to let me know.

MS. FERREE: Good morning, commissioners.

CHAIR: Good morning.

MS. FERREE: I know you have got a lot on your agenda today so I'm going to try to be as quick as I can be. The first page, 102, is just the summary for presentation that gives a little background discussion on the law and -- and the analysis and the recommendation. And then pages 103 through 141 is the actual submitted plan from the Florida Thoroughbred Breeders and Owners Association. And then pages 142 through 144 is a worksheet that we've developed over the years to review the plan and provide an objective analysis of the filed plan, determine the plan's annual compliance with statutory required compliance elements, provide a fair and impartial

determination of the plan's approval or rejection based upon compliance measures, and document the annual plan document compliance criteria as assessed. So it refers to what pages the criteria was found.

This is the first of the beginning of a process. They filed an annual plan that's required by the statute every year. And throughout the year then the permit holders that hold the thoroughbred races will submit to the association the awards and the placement of the horses and transmit the money to the breeders' association who in turn verify the eligibility of the horses and pay out the payments.

We randomly pick those audits for audit and we verify the expenditures all the way back to the bank records. We verify the expenditures as well as the ten percent administrative fee that's allowed by law in their audited financial statements and we also verify the horse records independently as well. So the plan appears to be in compliance with the requirements and we would recommend that the plan be approved by the commission.

CHAIR: And so the staff recommendation for

approval, was that recommendation made over the objections of any party?

Did anyone -- did anyone oppose this proposal?

MS. FERREE: No, I have not been informed of any objections.

CHAIR: Commissioners? Questions? Any debate? I see a question.

COMMISSIONER D'AQUILA: The only question I had was the expenditures, the trend lines are clearly exceeding the revenue. Could you explain that?

I -- and I'm specifying -- I'm speaking specifically with regard to projections on revenues.

MS. FERREE: In -- in the past when we've had the trend line going down, they were -- they were affected be the pandemic and they had to reassess the plan one year that was riskier for us so we went ahead and put that in the audit plan and performed the audits to verify that. I think that's probably better addressed by a representative of the Breeders' Association.

When we do ask them to validate those numbers, they send up the support and some of

those trend lines, I think, really are just looking at the net assets, not really expenditure line, per se. I'd have to look at the financials to --

COMMISSIONER D'AQUILA: And there was a reference to the tri-party stakes program?

MS. FERREE: Right. That's -- that's an agreement between the breeders' association and their other contractors where they get in agreements with -- with them --

COMMISSIONER D'AQUILA: Okay.

MS. FERREE: -- to pay the breeders' awards.

COMMISSIONER D'AQUILA: Okay. Thank you.

MS. FERREE: I didn't -- I wish I had more information on that for you.

CHAIR: Let the record reflect that when the CPA on the commission asks a question, the three lawyers look at each other with sort of glazed look in their eyes.

All right. Commissioners, any further question or debate?

Seeing none, do I have a motion?

COMMISSIONER BROWN: Chairman, with the very thorough industry promotion plan that is presented before us to do, I move to approve the FTBOA 2023

plan.

CHAIR: Do I have a second?

VICE CHAIR: Second.

CHAIR: Okay. Any opposition?

Show that motion carries, thank you.

We are to Item No. 3, discussion of a renewal application for Gulfstream.

MR. DILMORE: Thank you, Mr. Chair. I'm ready for No. 3.

CHAIR: I have Mr. Joe Dilmore, the director of the Division of Pari-Mutuel Wagering to present.

MR. DILMORE: Good morning.

Before you, on this item, you have a renewal for a slot machine license for Gulfstream Park, staff and house, this has gone through all the necessary requirements for the renewal and reviewed the application, the internal control submissions, and received the necessary payments. And based on that, the staff has recommended for the commission approve the slot machine renewal license for Gulfstream Park for effective October 10th, I believe for the subsequent 364 days.

CHAIR: And Joe, is there any reason,

grounded in health, safety, or welfare that we would not approve it?

MR. DILMORE: Not to my knowledge, no, sir, no.

CHAIR: Thank you.

Commissioners, any question or debate?

Seeing none, do I have a motion?

COMMISSIONER D'AQUILA: I'll make a motion.

CHAIR: And a second?

COMMISSIONER BROWN: Second.

CHAIR: Any opposition?

Show that motion carries.

Thank you, Mr. Dilmore.

Okay. Back to the agenda. We are to Item No. 4 is a discussion of amended application for card room license. I believe we have two.

MR. DILMORE: And if I -- if you prefer, I can do these just together. It's simply two permit holders who have amended their current card room license to add additional tables. Their previous card room application had already been approved and reviewed.

These are simply, pretty much, notifying us of the addition to tables where we can have them on our record, have them on the license, and then

pay the additional table fees and then we go out to make sure that they're in compliance before they're in operation, so, and with that staff has recommended that the two amended card room license for the two permit holders in question be approved.

CHAIR: Same baseline question for me: is there any issue grounded in health, safety, and welfare to the people of Florida that would counsel us not to vote for this?

MR. DILMORE: No, sir.

CHAIR: Okay. Commissioners, any questions? Debate?

Do I have a motion?

COMMISSIONER D'AQUILA: So moved.

CHAIR: And a second?

COMMISSIONER DRAGO: Second.

CHAIR: Any opposition?

Show that motion carries for items 4.1 and 4.2.

Item No. 5 is a discussion of amended application for pari-mutuel operating license Gulfstream Park Racing and Casino.

MR. TROMBETTA: Thank you, Mr. Chair. We have Tracy Swain here to present the next two

items, I believe.

Ms. Swain, if you can come up, please?

MS. SWAIN: Good morning. I'm Tracy Swain --

CHAIR: Good morning.

MS. SWAIN: How are you?

This -- there are two actual tax credits transfers, one is Melbourne --

CHAIR: I think we might be jumping ahead to Item No. 6. We're still on Item No. 5.

MR. DILMORE: I apologize.

Yeah, so Item No. 6 by Gulfstream Park, it's to amend their racing calendar for racing dates. They have submitted their application to amend the racing dates on their current license which has already been approved and this was, essentially I think, dropping five performances and adding six for a net gain of one. They're still -- met the other requirements of this is -- would be considered a minor adjustment by rule and otherwise all other conditions have been met and the staff's recommendation is to approve the date exchange for Gulfstream pari-mutuel dates operating license.

CHAIR: The statute allows for this. This is a minor change and there would be no detriment to

health, safety, or welfare?

MR. DILMORE: Yes.

CHAIR: Commissioners, any questions?

COMMISSIONER BROWN: Move to approve the amended application for Gulfstream.

VICE CHAIR: I just have a quick question. I apologize.

Have -- have we properly messaged the industry just -- just for their -- that they're -- with this new process in place under the commission, there may be an extended time line for approval of these mine or changes is?

MR. DILMORE: Yes. In fact we've done that on several. They're amended for all licenses prior to the -- where the timeline might have been a little shorter so with the commission dates that are being set up, they're trying to get them to us in advance so we can get them on the agenda well in advance of the next meeting, so yes.

VICE CHAIR: Okay. Thank you.

CHAIR: I think you may have already answered my follow-up question.

Have we bent over backwards and done everything we possibly can to make sure that that delay is minimized?

MR. DILMORE: Yes, sir.

CHAIR: Any further question or debate?

Mr. -- or Commissioner D'Aquila?

COMMISSIONER D'AQUILA: I don't.

CHAIR: I believe we have a motion?

COMMISSIONER BROWN: Yes, sir.

COMMISSIONER D'AQUILA: I'll do the second.

CHAIR: Any opposition?

Show that motion carries.

And now we are on to Item No. 6.

MS. SWAIN: This is a related to greyhound permit holders authorized to transfer tax credits for their exemptions. The first one is for Melbourne Park to transfer $360,000 of their tax credit exemption to Daytona. All the requirements of 550.0951, Florida Statutes have been met. The staff's recommendation is for that tax credit to be -- transfer to be approved.

The other is Penn Sanford to transfer $360,000 of their tax credit exemption to Daytona Beach Kennel Club also. Under -- all the requirements have been met also for -- under 550.0951 and the staff's recommendation is to also approve that tax credit transfer.

CHAIR: So, in -- in past commission meetings

when -- when these credits have come up, my impression has been, well, this certainly is not an administerial function, we have the discretion to deny these. It's the closest thing that we have to administerial function in that there really isn't a lot of policy consideration behind our approval or disapproval of these. Am I correct there?

MS. SWAIN: That would be correct. As long as they meet all the requirements of the statute, it is an approved function.

CHAIR: Okay. Commissioners, any questions or debate?

Seeing none, do I have a motion?

COMMISSIONER D'AQUILA: I'll make a motion.

CHAIR: And a second?

COMMISSIONER DRAGO: Second.

CHAIR: Any opposition? I show that motion carries.

MS. SWAIN: Thank you.

CHAIR: Thank you. And that was for item 6.1 and 6.2.

MS. SWAIN: Correct.

CHAIR: Discussion of default and final orders is Item No. 7.

MS. ALVARADO: Good morning, this is Emily Alvarado.

CHAIR: Ms. Alvarado, I think it might be appropriate for these. You can continue to present them. I'm going to leave the floor open for questions by commissioners for anything that strikes their fancy to want to ask about. But I don't think that we need to stop for each -- each separated line item.

MS. ALVARADO: Okay.

CHAIR: We may be able to take a full vote on all of these unless any commissioner wants to pull any one out of the packet.

MS. ALVARADO: Okay.

CHAIR: And with that, commissioners, the floor is open for questions as we go through.

MS. ALVARADO: So with that I'll kind of combine the first three because they're relatively similar anyways.

FGCC versus Keith Sean Pruitt, which is Case No. 2022-015682.

FGCC versus Claudia Sanabria-Gelabert, which is 2022-024932.

And FGCC versus Ronny Jerome Williams in case No. 2022-028128.

All three of these were respondents that were -- received administrative complaints that they were excluded from either Casino Miami or Magic City Casino and then they're, therefore, subject to exclusion from all our facilities and the slot machine facilities.

CHAIR: I actually did want to say one thing about this particular subset of administrative complaints.

Commissioners, I'm going to admit it gives me a little bit of pause that the discretion to issue or not issue an administrative complaint happens without coming before us first, however, I am not advocating that we change that. And, kind of, counter-intuitively, I think that if we were to have those administrative complaints, especially the ones of this nature that are an exclusion come before us, it would slow the process for the people in the industry who are trying to move forward with their lives.

And there is a stopgap that it does have to come before us after the administrative complaint has been issued. So I don't think we should change that. But I think that we should be conscious of the fact that on the front end we are

telling staff that it's okay to issue the administrative complaints provided we're hearing about them before any actual State action is taken on them. Thank you for indulging.

Any questions?

Thank you, Ms. Alvarado, continue.

MS. ALVARADO: No worries.

So in your packets you would see the USPS certified tracking number as well as the confirmed delivery. They're given 21 days to respond. They didn't respond so I'm going to actually group these three together, if I can, and ask the Commission to enter an order finding that the respondent was served the administrative complaint, failed to respond within 21 days, that the factual allegations in the administrative complaint are accepted as a finding of facts in this case, and concluding that all three respondents be permanently excluded from all pari-mutuel facilities and all slot machine facilities.

CHAIR: Okay. We're going to -- we'll go ahead and continue on through. I think we can combine them all into one motion unless anyone pulls something out.

MS. ALVARADO: Okay.

Item 7.4 is FGCC versus Ryan W Thurber, II, which is a Case No. 2022-028874. This case, the respondent was provided an administrative complaint alleging that he failed to clear his hands on -- as he's working as a dealer -- he failed to clear his hands one shift's or cash or tokens were exchanged with players at the table. He has no prior violations of this. He failed to respond within 21 days. You will see the USPS tracking as well as the tracking confirmed delivery.

So we have the authority here to impose a fine of a $1,000 for this violation and we were just asking for a fine of $50, as this is his first violation.

CHAIR: Okay.

MS. ALVARADO: The next one is item 7.5, which is FGCC versus Wallson Joseph in Case No. 2022-030917. This as a two-count administrative complaint. Respondent was convicted, he's a licensee, and he was convicted while he had his license of a felony. He failed to inform us of -- of this within 48 hours which is a violation of 550.105(5)(b) and 550.105(10)(d).

You also see in there the USPS tracking and confirmed delivery. He did not respond within 21 days. So here we are asking that the Commission enter an order revoking his -- his license.

COMMISSIONER BROWN: I have a question.

In order to, like, the Florida bar, you -- when you we have people doing education classes, so we're very aware if you are convicted crime you have to notify the Florida bar. How are the -- how is this individual, this licensee, notify -- made aware that they have the onus to notify the Gaming Commission when they've been arrested of a felony?

MS. ALVARADO: My understanding is that when they're issued the license, they're told of all -- that they much continue to notify us of convictions. They're required to notify us when they're filling out the application in-- in the first place, I believe they're notified as well after that once they get their license.

COMMISSIONER BROWN: Is there any additional requirement that they have, like, continuing education once they get a license to remind them?

Some of these people have been license

holders for decades --

MS. ALVARADO: Right.

COMMISSIONER BROWN: -- since these licenses are in perpetuity.

MS. ALVARADO: Not to my knowledge, no.

COMMISSIONER BROWN: I mean, it -- you know, it -- I just had a hard time with this one because I -- I mean I don't know the facts behind this individual.

If they were aware that they have the duty -- I know that they did not respond, right?

Is this one of the ones that they did not respond?

MS. ALVARADO: Right.

COMMISSIONER BROWN: So that gives me more comfort and then they have -- there's additional recourse action after we enter this default final order that the Respondent, he can -- he can take, correct?

MS. ALVARADO: Right. He can appeal it after, yes.

COMMISSIONER BROWN: Okay. Thank you.

CHAIR: For clarification was that 7.4 or 7.5?

MS. ALVARADO: That was 7.5.

CHAIR: Okay.

MS. ALVARADO: And 7.6 is, actually, exactly the same as 7.5. It's FGCC versus Antonio Donaco Beasley in Case No. 2022-037880. He was also issued an administrative complaint that was two counts that he was convicted of a felony, didn't inform us of the conviction within 48 hours.

He did not respond to the administrative complaint within 21 days and therefore we're asking that his license be revoked as well.

CHAIR: Okay. Commissioners, in -- in seeking a motion for an all of the points, I want to be clear that it's just for the sake of efficiency and it is not for the sake of log rolling. So if you want any particular line item pulled out of a -- a bulk motion, please, just let me know ahead of time and we'll consider that separately.

With that said, I would entertain a motion to approve this staff recommendations for all items or for any number of the items?

COMMISSIONER BROWN: Mr. Chairman, before we -- you do that, can I open the floor for 7.2 for a question?

CHAIR: Of course.

COMMISSIONER BROWN: Regarding this particular case, I can't pronounce the last name, Claudia Sanabria-Gelabert why did Casino Miami have the Miami police come to the facilities?

All of these other Miami -- Miami -- could the first one the police came, the second one is Magic City, the police came.

Do you have any knowledge about that in the record?

MS. ALVARADO: I don't, no. Everything that you had in the case file is the only thing that I've been able to review and I don't see anything in there either.

COMMISSIONER BROWN: Is it typical, though, to permanently exclude individuals when there is an actual arrest made on the premises?

MS. ALVARADO: Yes, that's very typical.

COMMISSIONER BROWN: But the commission -- the precedent prior to that can go ahead and permanently exclude even if there is a not a police record?

MS. ALVARADO: Right. There's a lot of reasons they -- they permanently exclude. But if there's a criminal arrest, it's pretty typical that you'll see them permanently exclude as -- as

well.

COMMISSIONER BROWN: This one, just for the public is that Respondent was seen pretending to be a jackpot winner in the past.

What does it mean by the past?

MS. ALVARADO: So she, actually, in this present case, she was doing it. I think she had multiple violations and this is time they decided to take action on it. It doesn't actual say how many times she did it in the past. It's very broad but this particular case she did try to cash out a jackpot winning that she was not the actual winner for.

COMMISSIONER BROWN: Is that a violation of any state or local law?

MS. ALVARADO: That I'm not sure about.

COMMISSIONER BROWN: Thank you.

CHAIR: Commissioners, do we want to consider 7.2 or 7.5 separately?

Okay. Then I will entertain a motion.

VICE CHAIR: Could I just -- could I -- when you -- when you indicated that she did these things during the event, we're basing that entirely off of the depiction provided to us by the facility, right?

MS. ALVARADO: Right. They give us investigative, like, files based on their surveillance and what the employees observed as well.

VICE CHAIR: And I know, I understand there's a broad law that puts us all in process we're in now which seems to just -- which seems to take the credit for, give the -- give the -- give the facility the presumption that what they're (indiscernible) is true.

But when they are presenting this information so are they required affirm that it is accurate and correct?

MS. ALVARADO: Right. I believe the investigators review the surveillance as well. They --

VICE CHAIR: They do?

MS. ALVARADO: They go through -- yes. So --

VICE CHAIR: Okay. Should you --

MS. ALVARADO: -- I don't actually have the surveillance on -- on me, obviously, here but they reviewed the -- the -- the surveillance footage for anything that's recorded.

VICE CHAIR: Okay. So it's not necessarily entirely on the --

MS. ALVARADO: Right.

VICE CHAIR: -- on the affirmation by the -- by the facility? There is a staff that is looking at these to --

MS. ALVARADO: Right.

VICE CHAIR: Test the veracity -- is that -- is that every time? I don't --

CHAIR: Well, in the respondent, they would have the opportunity to respond within those 21 days as well?

VICE CHAIR: They do.

MS. ALVARADO: Right.

VICE CHAIR: They do?

I just want to make sure I understand what it is we're basing on -- this off of.

MR. TAUPIER: I may be able to clarify a little bit. A lot of times when these cases actually come through investigations, it's not from a report from the actual facility, it's our investigators who go to the facility to do their audits and things like that that actually go through everything and see that someone was excluded and they do sort of the back work. Although there are reports done by the facilities, our investigators go through the surveillance, ask

for those reports, gather it and make their own independent decision on whether or not there would probable cause to refer to legal is.

VICE CHAIR: Okay. Thank you.

CHAIR: Commissioner Brown?

COMMISSIONER BROWN: So, just one more question.

When an individual is permanently excluded from the facility, is there a master list of exclusions for all of our licensees?

MS. ALVARADO: Yes, it's on our -- our state website. It's a list of everybody and what facility they're excluded and the term -- that time because you don't have to be necessarily permanently excluded. You can just decide to make it a shorter period of time. So it says all that information on there. And each facility's provided the master list once it's update.

COMMISSIONER BROWN: So does the investigator that reviews this each investigation evaluate whether they should be permanently excluded or excluded for a specific period of time. Do they have the authority to do that.

MS. ALVARADO: Typically they'll send it to legal and then we would kind of make the

recommendation for you guys to ultimately make the decision on.

COMMISSIONER BROWN: Has the commissioner or the PMW previously provided for anything other than permanent exclusion.

MS. ALVARADO: We have, yes. We've done a year, three years, it really just depends on the specific situation once the case file has been reviewed.

CHAIR: And to be clear, someone who has a permanent exclusion, could petition the commission to be removed from the list at any point in time --

MS. ALVARADO: Yes.

CHAIR: -- correct? Okay. Thank you.

Any further question or debate?

Do I have a motion to accept staff recommendations for items 7.1 through 7.6?

COMMISSIONER DRAGO: So moved.

CHAIR: A second?

VICE CHAIR: Second.

CHAIR: Any opposition?

Show that motion carries.

We are on to Item No. 8. A discussion of consent orders or a recommended consent orders.

MS. ALVARADO: Okay.

The first consent order is FGCC versus Steven G. Cogen in Case No. 2021-003221. And in this case file you were provided the administrative complaint which alleged the respondent, who was a dealer at the time, stole an amount of $795 of chips from St. Petersburg Kennel Club, which is a violation of 61D11.0054.

You were provided the settlement and consent order when was notarized and signed by the respondent and which would revoke Respondent's card room license. This is Respondent's first violation and the Division would ask here that we would incorporate the consent order in this case.

CHAIR: Any questions or debate, Commissioners?

Do I have a motion?

COMMISSIONER D'AQUILA: I make a motion.

CHAIR: And a second?

COMMISSIONER BROWN: I second.

CHAIR: Do I see any opposition?

Seeing none, show that motion carries. For clarification the motion was to accept the staff recommendation.

MS. ALVARADO: Thank you.

CHAIR: Item 8.2?

MS. ALVARADO: Okay. 8.2 is FGCC versus St. Petersburg Kennel Club in Case No. 2022-020796.

In this case file you were provided the administrative complaint which alleged that Respondent failed to have the most current list of the cashier cage access list in their surveillance room, which basically would limit who was allowed to access this room. This as a violation of 61D11.0128.

You were also provided the signed and notarized consent order which had an administrative fine of $250 and they also -- we also have received the check already from the facility. They have one prior violation of this from 2021, which resulted in a written warning, so here the Division asks that the commission adopt the consent order in this case.

CHAIR: Commissioners, any questions?

COMMISSIONER BROWN: Move to approve.

CHAIR: A second?

COMMISSIONER D'AQUILA: Second.

CHAIR: Do I see any opposition?

Seeing none, show that motion carries, thank you.

Item 8.3?

MS. ALVARADO: This is FGCC versus Tampa Bay Downs in Case 2022-020935. In this case Respondent failed to insure that the drop box number corresponded to the table number which the drop box was assigned. And they also failed to record the monitoring of a surveillance situation involving a patron. These are violations of 61D11.0201A and 61D11.02517B.

You were also provided the settlement and consent order which had a fine of $750. We've already received the check, as well, from them. Respondent has no prior violations of either of these rules in Florida, so we'd ask that you adopt the consent order in this case, as well.

CHAIR: And remind me one more time, the consent order was for what penalty?

MS. ALVARADO: $750 administrative fine.

CHAIR: Commissioners, any questions? Debate? A motion?

COMMISSIONER D'AQUILA: Motion.

COMMISSIONER BROWN: Second.

CHAIR: Any opposition?

Show that motion carries.

Item 8.4, please?

MS. ALVARADO: This is FGCC versus Peter James Murphy in Case No. 2022-027787. In this case the respondent failed to wear his photo ID while on duty at Tampa Bay Downs. It's a violation of 61D-11.0098. He has no prior violations so here we ask that the Commission adopt the consent order which had an administrative fine of $50 in this case.

CHAIR: Commissioners, any questions? Debate?

I think I've pretty typically seen the $50 as the -- the agreed to penalty when someone forgets to wear their name tag. I just want to make sure we're not falling into a mechanical function of doing that in that we think that that $50 is necessary to get compliance.

When I hear you say that he doesn't have any prior violations, it makes we wonder if a warning from the Commission would actually suffice to do -- to -- to do exactly that. I am comfortable with issuing the fine. I am also comfortable if the Commission wants to deny this motion and say that, you know, as a first offense for forgetting to wear your name tag, maybe we can give them the fear of what's to come if they don't follow the

rules. But, again, I'm -- I'm open to any input for that. Commissioners?

COMMISSIONER DRAGO: Just one question.

This -- this was a settlement, right?

MS. ALVARADO: Yes.

COMMISSIONER DRAGO: So that he had -- the -- Mr. Murphy has agreed to the $50?

MS. ALVARADO: He did. He already sent in the check for the $50 as well.

COMMISSIONER DRAGO: Thank you.

CHAIR: I'll entertain a motion either way.

COMMISSIONER D'AQUILA: Motion to accept.

COMMISSIONER BROWN: Second.

CHAIR: Any opposition?

So that motion carries. That was a motion to accept your recommendation.

MS. ALVARADO: Okay.

CHAIR: Item 8.5.

MS. ALVARADO: This is FGCC versus Brian Christopher Cuzino in Case No. 2022-028760. In this case the respondent failed to clear his hand which cash, chips, or tokens were exchanged or provided to a player. That is a violation of 61D11.0048A. He has no prior violations of this.

You will also see the settlement and consent

order which had an administrative fine of $50 on here. So we had ask the Commission accept this consent order.

CHAIR: Commissioners, questions? Or debate.

Do I have a motion.

COMMISSIONER BROWN: Move to approve the consent order.

CHAIR: And a second?

Any opposition? Show the motion carries.

8.6?

MS. ALVARADO: This is FGCC versus Sarasota Kennel Club, Inc., 2022-028913. In this case the respondent failed to insure that the but-in was moved around -- clockwise around the table to provide an equal opportunity for each player. This as a violation of 61D11.0034.

You were also provided the signed consent order which had a $250 administrative fine. He has -- they have no violations of this rule and the Division would ask that the Commission accept this consent order.

CHAIR: Actually, question.

I think this, Mr. Trombetta, because this is a, forgive the poorly worded pun, a hot-button issue, especially with designated player, the

failing to pass the button.

Can you talk to the Commission a little bit about how serious a violation that can be?

MR. TROMBETTA: Yes. Thank you, Mr. Chair.

So the button is used in -- in card games to signify the dealer. So if you think, traditionally, if you're sitting around the dinner table with your family, you would take turns dealing, passing the deck, from one person to another. In a more formal setting, a button, which is a little plastic thing, bigger than a chip, is used to signify who the dealer is.

It circles around the table to give people the opportunity to act last, which is generally an advantage in card games. There's a rule in our card room rules that requires the card rooms to offer that button around the table so that people have a fair opportunity to act as the designated player. So this violation is essentially a finding by our investigative staff that that did not happen.

CHAIR: And correct me, but the danger that exists here is that, if you're not moving the button around, you're having, instead of a designated player as the dealer, you're having an

actual dealer in the game and now we're straying out of the realm of pari-mutuel wagering?

Am I --

MR. TROMBETTA: Thank you, Mr. Chair. I -- I wouldn't call the dealer -- so the dealer's going exist in this game no matter what. But the --

CHAIR: Okay.

MR. TROMBETTA: -- but the fear is that you're not providing an equal opportunity to the other players to act as the designated player in the game.

CHAIR: Okay.

Commissioners, any further question or debate?

Do I have a motion?

COMMISSIONER DRAGO: Move.

COMMISSIONER BROWN: Second.

CHAIR: Any opposition?

Show the motion carries.

I think we are moving to 8.7.

MS. ALVARADO: This is FGCC versus Gretna Racing in Case No. 2022-029670. In this case the respondent failed to insure that the table number was written on a damaged card envelope which is a violation of 61D11.0144B2. You also see the

settlement and consent order which had an administrative fine of $250.

There's no prior violations of this rule so the Division would ask that the Commission adopt this consent order in this case.

CHAIR: Commissioner, any questions or debate?

Is there a motion?

COMMISSIONER D'AQUILA: I'll make a motion.

CHAIR: And a second?

Any opposition? Show that motion carries.

8.8?

MS. ALVARADO: This is FGCC versus Jason Emlep in Case No. 2022-030489. In this case the respondent failed to wear their photo identification card as well. You also see the settlement and consent order which had an administrative fine of $50. They had no prior violations of this rule and the Division would ask that the Commission accept this consent order as well.

CHAIR: Ms. Alvarado, the negotiations for settlement that would be you conducting the negotiations for settlement, correct?

MS. ALVARADO: Right.

CHAIR: Okay. Just -- I want to reflect the confidence that we have in our staff to make sure that they are effectuating our desire as expressed in prior meetings to make sure that we're not being overly heavy-handed but that the guideline for the penalties that are put in place is just compliance rather than being punitive.

With that said, any questions or debate?

COMMISSIONER BROWN: In that vein, in that regarding, too, I -- I like the messaging here too. Knowing, and I think when the investigation occurs to find -- when you see somebody who doesn't have a prior violation if it was over, you know, just inadvertently left off and maybe it was misplaced; I would ask just a more permissive approach to that rather than being punitive.

And also look looking at the history and the length of employment as a licensee at the -- I think that would factor into whether there were -- there should be an administrative fine. So with that I don't have a problem with the consent order but I do appreciate the sentiment, Mr. Chair.

And I move to approve.

CHAIR: Do I have a second?

VICE CHAIR: Second.

CHAIR: Any opposition?

Seeing none, show that motion carries.

8.9?

MS. ALVARADO: This is FGCC versus Tampa Bay Downs in Case No. 2022-033589. In this case the respondent allowed a massage therapist to work on the card room floor without a current occupational license. Her license had expired for seven days and she'd been working for those seven days. They do have one prior violation of this rule which resulted in a $500 fine.

In that case the employee worked as a cashier for five months. So in this case we sent a settlement and consent order with a $250 fine. The respondent agreed and sent the check already so we'd ask that the Division -- I mean the Commission accept this consent order.

CHAIR: Commissioners, any questions?

COMMISSIONER D'AQUILA: I -- I have a question.

It's a repeat offense, right?

MS. ALVARADO: Right.

COMMISSIONER D'AQUILA: And why is the penalty going down?

MS. ALVARADO: I think we took into account

the time. The -- the first one was a five-month violation; they had the employee working for five months as a cashier. This one was a -- the person's license just expired and she-- they didn't realize it had expired in that week period. And once they did, they renewed the license in that next week period. That person has a current occupational license with us now, but it had expired while they were working.

COMMISSIONER D'AQUILA: So the expiration occurred while they were working?

MS. ALVARADO: Right.

COMMISSIONER D'AQUILA: They had it when they were hired?

MS. ALVARADO: Yes.

COMMISSIONER D'AQUILA: But they did not renew it in time while they were working?

MS. ALVARADO: Right.

COMMISSIONER D'AQUILA: It's not as though Tampa Bay Downs, in this particular case, is hiring people without licenses?

MS. ALVARADO: Right.

COMMISSIONER D'AQUILA: Right? Okay.

MS. ALVARADO: And to clarify she -- she does have a massage license. It was that she didn't

have a card room occupational license to work on the floor.

COMMISSIONER D'AQUILA: Right.

And in her case she'd have to have two licenses, correct?

MS. ALVARADO: Right.

COMMISSIONER D'AQUILA: Okay.

CHAIR: And Ms. Alvarado, just to clarify this is an administrative complaint against the facility not against the person who didn't have their license?

MS. ALVARADO: Right.

CHAIR: Okay. Any further questions, commissioners?

COMMISSIONER DRAGO: If I could, yeah. I'm just stuck on the repeat offenses and the lesser amount in the second offense. I'm not sure how -- how that's sending the right message to somebody when it's -- especially since it's basically the same offense.

MS. ALVARADO: Right.

COMMISSIONER DRAGO: And it's just a matter of how long it took to get caught and -- and because they got caught sooner than the first time, they get a less -- lesser fine at this time.

So I'm -- I'm not -- maybe you can explain to me the -- the thinking behind that or the rationale the -- that I'm missing.

MS. ALVARADO: Right.

I think -- I think well, the rationale is kind of what I just explained. Really, that was the whole thought behind it was that they let a cashier to work for five months. This person, they hired with a current license. They weren't aware that her license expired until they were -- until they realized that she was working that week with an expired license and they were proactive and -- and got her license immediately following that.

VICE CHAIR: But -- but is it -- is there a scenario where they were -- they were hired with a license was valid but about, like, about to expire? Is that -- is that correct?

MS. ALVARADO: No, I think this person has been an employee for a while with the facility. Her license expired as she was an employee. It wasn't a new hire, it was somebody who had been there and it expired while she was an employee.

VICE CHAIR: But they had fore- -- they had foreknowledge that it was expiring, I mean, at

some point when they had them?

MS. ALVARADO: I'm sure they had records, yes, of when their -- their licensees expire. So they missed -- they missed the mark on that one.

COMMISSIONER D'AQUILA: Can I have one more?

Ms. Alvarado, I think we're at -- we're -- where I'm going the question is I'm more concerned about the prior violation. This is a fairly large organization, State of Florida, I would expect that they keep track of their employees licenses, right?

MS. ALVARADO: Right.

COMMISSIONER D'AQUILA: In this era of low unemployment, per se, and so forth, it's almost as if the penalty is minuscule compared to the loss of service. So I'm wondering if we should take a, you know, going forward here, take a look at the severity of these penalties --

MS. ALVARADO: Okay.

COMMISSIONER D'AQUILA: -- on this. Just, you know, food for thought. I -- I think five months without a, you know, letting someone work for five months with a license, that I mean -- I'm surprised.

MS. ALVARADO: Right.

CHAIR: Just to maybe give us some context and this doesn't have to be an exact number, but give me a hipshot on how many licensees work at Tampa Bay Downs?

MS. ALVARADO: I'd have to refer to the Executive Director for that one.

MR. TROMBETTA: Thank you, Mr. Chair. And I -- I'm not going to pretend to know that answer. I can answer the question, generally, though. There's a lot.

CHAIR: Okay.

MR. TROMBETTA: And I think just the context here, not to excuse the context -- I can't -- I apologize, I can't get the mike right. It was a long period of time but I think the repeat of maybe -- just let me turn this one off. Well, I -- it's a -- five months as a long period of time but in terms of the looking at the repeats, these facilities --

CHAIR: Right, I think I can go from here.

So, technology advances, they should be able to track their license. This does not seem to be a purposeful violation from the facts before us. Their prior violation was more egregious. It was a cashier who has access to money. That was a

five-month period; they were penalized for it.

This is a massage therapist on the floor and as soon as they found out that there was a violation, they corrected it immediately. That gives me comfort in the lower penalty. Of course, I think the message does need to be sent and I think it probably is by this penalty as well that avail yourselves of whatever recordkeeping and processes and technology you need to ensure that you know when your licensees licenses are expiring. And I think Tampa Bay Downs can get that message.

COMMISSIONER DRAGO: Just one other comment if I could. And that -- to go back to what the chairman said earlier about we're looking for compliance not discipline or punishment or anything. When we gave that first fine, we are looking for compliance. They didn't comply.

So now we got a second fine and we said well, you didn't comply the first time so we're going to give you lesser fine this time. So I think we're missing the point if we're trying to get compliance and we don't get it, they shouldn't be rewarding for not complying. They should be -- there should be some further penalty for failure

to comply again.

So, that's my concern is that the message we're sending it's -- we want compliance but we don't really want it that bad so if you don't comply we're not going to hit you that hard. I think that the point is if we felt it was that serious the first time, and I realize it's a difference in time and that should be considered, but to cut the -- the fine in half, because in my mind, it's the lack of compliance more so than -- then the time or the -- or the position.

So I think if we are seeking compliance, excuse me, if we're just looking to discipline, then we can do whatever we want because we're just going to whack them for whatever they did and move on. But we -- we are trying to create a process of compliance and to be consistent I think it's important that we don't reward them when they don't comply.

That we're -- we're not out to get anybody and we're not to hurt anybody but we are out to get compliance. And we have a system we are -- we hope is working to get that compliance and if it's not, then we need to be doing something else rather than rewarding them. So that -- that's

just how I feel about it. And I -- I think that compliance, and the chairman's mentioned this a couple of times, the idea of compliance is what we're trying to achieve is very important here and consistency is important.

CHAIR: So, if I can agree wholeheartedly and put a slight gloss on that. I think the message you should be hearing is that when you're having settlement discussions, if you start to get the feeling that the person you're having settlement discussions is looking at this as the cost of doing business, then maybe it's time to assess a little bit of a heavier fine or suggest a little bit of a heavier fine. We'll do the assessing.

Any further questions or debate, Commissioners?

COMMISSIONER BROWN: Thank you.

I agree with all of the comments that my colleagues here have made today. We're going to have another one that's even more egregious right after this one, so I would be interested in seeing, obviously, it's a settlement agreement that's been negotiated, but I do think that we need to be consistent and when there are multiple offenses, the next one, it will be their sixth

offense and the fine is the lowest amount that they've received.

I think we have to just kind of establish a procedure and precedent here if we're going to do something this would -- this particular item before we get to the next one would be the one to do it.

MR. TAUPIER: Marc Taupier, for the record, as Ms. Alvarado's supervisor, I do approve the settlement negotiation and I kind of wanted to give a little bit background on the thought process behind that because compliance is something that we are looking for. In the five months, we saw months of no compliance. So to have a week of no compliance, there is some improvement.

We -- if we saw one day, I don't want to start an establishing that your mitigation doesn't matter because now it's a number game. Third violation you're getting it regardless of what mitigation you've taken. So in the settlement negotiations for Tampa Bay Downs, is there full compliance? There was a week where someone was not working with a license but the compliance timeline from where we were before to now is

clearly seen that they have done something, right?

From five months to the one week and I think that to not put that forth in good faith in a settlement negotiation to say you have tried in the past to rectify, you're not there yet but it -- is it worth what we gave them in the past? No, because it -- it's very specific to what the violation is.

So we don't have guidelines and we don't have any type of rule establishing third offense means this will be the penalty. So that was the reasoning behind why I approved her to offer that settlement.

CHAIR: Mr. Vice-chair.

VICE-CHAIR: I -- I -- I hear that. I -- I also am -- I'm -- I'm kind of carrying this sentiment of -- of my commissioners, my fellow commissioners, I -- I -- it -- it's, to the extent the timely -- how long it was that there wasn't compliance, I think is a factor but also at the end of the day you're -- this is a -- this is really an on/off switch.

You're -- you're either -- you're either in compliance with the law in being licensed or you're not. They've had two instances where they

were not and I don't know if I -- if I had maybe -- maybe during the course of your work, you've uncovered information related to the -- the enhancements of -- of ensuring compliance and that this was on -- on day eight before anyone noticed, that were -- they -- they were going to have this person re-up their license and be in compliance but I'm not -- I'm not necessarily hearing that.

So I don't know if we, have at least, the Commission, I don't know that we have information that they have improved their process to the point where five months would have become seven days versus we just noticed on five -- on seven days instead of five months. Is -- is that a thing? Is that -- is there a factor there that we've uncovered.

MR. TAUPIER: There's no factor on that and I'm very wary to go down a road of speculation means through numbers out there. So based off of what we did know at that time, it was a week, it got fixed and that's kind of where we went with it.

VICE CHAIR: So there is -- there is no information -- when anything presented at any point in time where they indicated that have

improved or changed their process to im -- to mitigate the amount of time that someone could potentially go without a license.

MR. TAUPIER: I'm not aware of anything that they've submitted. I believe within the packet, they do talk to the employee and they go back to their internal controls to make sure it's either updated or if they need to change the internal controls. We trust through their internal controls that they're doing that but they haven't submitted something saying we went back, we changed it or this is how we improved. So I don't have that information for you.

CHAIR: So let me just ask this as a sort of a broad, generally, and I'm only looking for a hipshot answer to this question.

But we have a highly regulated industry, we have actors and licensees within that industry who we expect are probably trying to comply with our rules, it's just smarter doing business that way, what do we perceive as our effectiveness in rooting out violations?

Do we think that we are actually capturing the -- the -- the majority of violations that are actually happening or are we getting a sampling?

When we get one violation with an administrative complaint, is that the one of 500 that happened that we actually managed to catch or are we actually seeing most of what happens?

MR. TROMBETTA: Mr. Chair, if I may try to respond. I'm trying to fix my mike, I'm really having an issue, sorry. It's basically the computer or the cell phone, I'm just going to move everything.

All right. That sounds a little better. Just a background on the process and just to help provide a little bit more context. So you do not see every case of our investigators finding something and bringing it up. That gets resolved right away. You also don't get every warnings.

Our -- our people in the field are authorized to, you know, if they find something they can bring it up, talk with permit holders, talk with people operating the facilities and say hey can you fix that. And if it gets fixed regularly, we're not going to necessarily file an AC every single time.

What you're getting are generally, like, stuff that would be elevated beyond that. And we purposefully kind of allow our investigative team

to have some discretion in doing that. We don't write up every single thing that they find. It doesn't make it to legal, to you. Then there's a second check once it gets to legal.

So legal does the essential, the probable -- the probable cause review and they make sure that -- that there is sufficient evidence to go forward with the violation. And then when -- when we're now at the consent order phase, again we -- we do an initial sort of negotiation with the permit holder. We operate in good faith to try to get a resolution on the issue.

But ultimately it is, you know, this new process here in front of you, I think everything you're identifying here today is valid for consideration. I'm -- I know my team gets a lot from these meetings just based on this feedback. But, ultimately, too, you guys can at this point say, you know, we're not comfortable with this, we're not binding the agency to this agreement. So there -- there is that check as well. And -- and I think the other thing to keep in mind that these facilities, particularly for the -- for the violation for having an employee with an expired license, there's lots of employees that work at --

at these places. Hundreds, thousands, some of them and they've existed for a long period of time so you're going to have repeat violation if you look back.

I mean it's just -- and it's not necessarily cost of doing business, but, you know, just -- if you're operating 60 years with hundreds or thousands or employees, you know, it's tough; things happen. So I just want that also to be on your mind. I think if everything -- you have provided has been helpful, but.

CHAIR: My general question was what percentage of our suspected violations do we think we're actually capturing as an agency.

MR. TROMBETTA: I wouldn't be comfortable kind of guessing at it. I can work on trying to get a better example or answer for you for the, you know, the next meeting or --

CHAIR: I mean, really just looking for a confidence level. Do we think that we're catching most of the -- the lack of compliance that's happening in the industry through our investigative and -- and complaint process?

Or, do we think we're seeing -- we're -- we're seeing a -- a -- a smattering of the ones of

who we just catch?

I mean is this -- is this -- I -- I don't have good examples of -- of -- of comparators but we're not, like, in the drug war where we're catching one thing and, like, there's actually thousands of violations out there is what I'm trying to get at.

MR. TROMBETTA: Got you, no, Mr. Chair. And thank you. I think you -- you are seeing, again, you -- and when you say we do you mean --here are the agency and--

CHAIR: I mean -- I mean the entire agency.

MR. TROMBETTA: Okay. We're -- we're catching a lot. And essentially what's happening is that the industry is very good with getting immediate compliance on sort of the lower things. So if -- if, you know, for example, we're walking through a card room and we see a table has the wrong number on the table. There's a rule that says the card tables have to have a number on them. If -- a investigator may bring it up and say hey, you know, can you fix that? And if they fix it right away, it's done. It doesn't come to anybody but I would include that in stuff that we are catching and we're getting compliance.

I think the -- the directive to our investigative team and to -- to Joe's team, is get compliance exactly how -- how you've, you know, described today. It's -- it's areas where we're -- we don't get it right away or there's more risk associated or where the investigator essentially just feels like hey, this needs to be elevated. Then it comes through that other process but I -- I'm very confident in my team that we are finding a lot of the potential violations.

And, again, the industry in a whole, wants to comply. They want to follow the rules. It's -- it's, you know, things happen and -- and we try to, you know, not be, you know, not -- not just punish them for the purpose of punishing. We really are seeking compliance.

CHAIR: And I am comfortable deferring to the good judgment of our staff when we're sending the correct guidance and message, which I think we're sending today which is where you start to feel like the actions we're taking are viewed as the cost of doing business, that's when it's time start upping --

COMMISSIONER D'AQUILA: Mr. Chairman, just to add to your point, there was something said

earlier that I think is very key. You used the term 'internal control,' and that's -- I think that says it all. I think this could -- if I can speak on behalf of my commissioners, we would expect these organizations to have a system of internal control.

In this day and age something as simple as having a report from your HR database of what all your expiration dates of your current employee licenses are and to check three times a week, even in Excel or whatever it may be. The existence of a system of internal control will prevent situations like this and the incredible cost of assessing $50 and $250 assessments and it just makes gambling safer or gaming safer and so forth.

And -- and that's where I was going with my original point. And if -- if I -- if I haven't made it, I mean if from an accounting perspective, we would not begin to audit the books of a company or an SEC company, you know, public-traded company wouldn't even -- the accountant wouldn't -- the accountant will not walk in the door and do that audit unless there is a system of internal accounting control, so I think to play -- to be in gaming, I would except the organization to have

such.

It's the -- in a recurring sets a -- sends a signal that there's something inherently wrong in the organization's leadership or there is a breach in internal control. That's my point, sorry.

COMMISSIONER DRAGO: One quick question and --

CHAIR: Commissioner Drago, please.

COMMISSIONER DRAGO: -- a quick comment, thank you.

Mr. Trombetta, you said that our folks find violations a they say hey, fix that and they fix it and so forth and they don't make formal complaints, which I agree with wholeheartedly. But do they note them in any way?

Is there a note to file? Is there a warning they put in their own little file?

Or is something that gives them some sense of -- so they know this person or this group is done -- done this eight times now and we've told -- I've told them, you know, over and over again?

MR. TROMBETTA: Yes. Commissioner, so there -- they -- both from our -- our audit -- so and it happens in a few ways. Our investigators and our auditors they -- they do when they're out in the

field prepare reports and investigative findings and they do document things.

COMMISSIONER DRAGO: Okay. And just to -- a comment on something you said before. That there -- violations with occur and of course, they will. We're all human and people are going to make mistakes and people are going to forget over whatever it may be. That's why we're here to make sure that doesn't too often.

But I think what concerns me in this particular case is that when this settlement for the first time was -- was formulated, whoever -- whoever did it, felt it was pretty serious and then a length of time, I hear was -- was probably one -- one of the main reasons. So it wasn't a situation of well, a -- violations will occur and, you know, it's not a big deal.

They felt it was a big deal so they hit them with a pretty good fine of $500, but then the second time it got reduced and I think that's -- that's my issue and my concern that the compliance message doesn't get out that way but I -- I appreciate all the background information on it and I understand the -- the thought process and everything and the -- the way you explained it

also helps so thank you.

CHAIR: Two questions.

What's the maximum amount of the fine for this violation again?

MS. ALVARADO: $1,000.

CHAIR: And I don't expect you to delve into the minds of the corporation that is known as Tampa Bay Downs, but does Tampa Bay Downs perceive a difference between 250 and $500?

MS. ALVARADO: I don't know. I don't have a good for that.

CHAIR: Other than -- other than just the message that is being sent from the Commission about how serious we take this?

MS. ALVARADO: Right.

I think typically, they know that if I'm going closer to a thousand, they can feel that it's going to be more serious, they'll usual contact me to figure out why I'm going so high on a settlement agreement. I actually was the attorney for that prior case as well, and my reasoning for the 500 was the length of time.

CHAIR: Okay. Thank you.

Commissioners, I'm not sure in which direction we are taking a motion. I will

entertain a motion from any of the body if you want to accept the -- the settlement, I'm comfortable moving forward there. If anyone wants to oppose that, I'll entertain that motion as well.

COMMISSIONER DRAGO: I'm inclined not to accept. I -- I -- I don't know whether or that's something we should do at this point or perhaps our discussion has -- has gotten the message out to where -- to what we think and how we feel as a commission, or if it's necessary to -- to not accept. But I think -- I think will make a motion not to accept --

COMMISSIONER BROWN: Second.

COMMISSIONER DRAGO: -- this settlement.

CHAIR: Any opposition?

Show that motion carries in that we have not accepted the negotiated settlement.

Do we have direction for our staff to go back?

Do we want to -- do I have a motion to -- so we would -- I'm trying to think procedurally of where we would go from here. We would go back to the administrative complaint and you can continue to negotiate settlement with the maximum penalty;

is that correct?

And if that's not accepted, then we will go forward with the administrative process from there.

MS. ALVARADO: Okay.

CHAIR: And that, I believe, brings us to 8.10.

MS. ALVARADO: Okay. This is FGCC versus Washington County Kennel Club in Case No. 2022-034237. In this case the respondent failed to include a brief description of the activity being monitored on their surveillance activity log. That's a violation of 61D11.02517.

They were sent a settlement agreement which had a $200 -- $250 fine. They do have five prior violations and I'll just discuss those now, since you'll have questions. Three of them were not even sent to legal. They were dealt with with the investigators. They got written verbal warnings that they need to be more thorough in filling out their -- their forms.

The two that were sent to us, one was 2016 --

CHAIR: Ms. Alvarado?

MS. ALVARADO: Yes?

CHAIR: I think it would be helpful for the

commission if we knew two things.

One, if they have any prior violations and then two, if they have any specifically prior violation of this rule?

MS. ALVARADO: So these -- those are all of this rule.

CHAIR: Okay.

MS. ALVARADO: Yes.

So the two that were sent to legal, one was from 2016 and one was in 2021. They both had $500 fines. The reason that I did $250 for this one is in those two cases, neither of them actually even had any log record. This one had a record; they just didn't put a brief description of what activity happened.

They did have the time of the incident, who was monitoring it, you know, all -- the video camera that was in use at the time. They just didn't write any details of what was being monitored in those two situations. There was nothing written and so -- in the surveillance log, so that's the reason I went to $250 because they have complied but not fully complied with the rule.

CHAIR: Do we know if it's -- I assume they

have multiple people who serve in the role of filling out that log.

Do we know if it's the same employee? Do we -- do we have that level of detail?

MS. ALVARADO: That I don't know. I don't have the case files from either of the prior.

CHAIR: And again, this is -- this is an administrative complaint against the facility not against the employees who were failing to do the logging?

MS. ALVARADO: Right.

CHAIR: We're -- we're telling the facility that they need to do better about monitoring their folks?

MS. ALVARADO: Right.

CHAIR: Okay. Any further questions?

Yes.

COMMISSIONER BROWN: So this one gave me a lot of pause. It -- well, it just jumped out at me. I feel that the harm in this particular -- for this rule is -- it is -- is pretty steep that they could do to the public and the integrity of gaming. And even the -- the range of the penalties of the priors gave me some pause just because that I think that this as a very serious

rule.

There's a reason for having the log, there's a reason to have the brief description of the activity being surveilled and monitored. I did not think that the administrative fine of the lower end of $250, although you said that they made a little bit of improvements from not having a log at all --

MS. ALVARADO: Right.

COMMISSIONER BROWN: -- to having a brief description.

I think this is sending the wrong message to this license holder. And I -- I -- I don't think $250 is warranted, I would go as high as the maximum would allow. It's on the six other examples of violated rule in such a condensed time period too.

CHAIR: Mr. Vice chair?

VICE-CHAIR: I agree with Commissioner Brown, I -- I think that there is -- and I'll echo earlier sentiments by Commissioner D'Aquila and Commissioner Drago, but Commissioner D'Aquila, specifically, there -- there's probably a -- potentially a challenge here with internal controls that exist at this facility to allow this

to keep happening over and over again. And I -- I agree, I don't think the current fine proposal is adequate to address that.

CHAIR: Any further discussion?

COMMISSIONER DRAGO: Just put on the record that I concur with those comments and same comments I made the last time without boring everybody to death, same -- same issue.

CHAIR: All right. You see -- you see -- you see where we're going.

Do I have a motion?

COMMISSIONER BROWN: Move to reject consent order.

COMMISSIONER D'AQUILA: Second.

CHAIR: And do I see any opposition?

Ms. Alvarado, I believe you're going to back to the drawing board on negotiating a settlement for this case.

MS. ALVARADO: Sounds good.

CHAIR: Thank you.

Mr. Vice-chair, would you take the chair for Item No. 9.1?

VICE-CHAIR: Yes, Mr. Chair.

Item 9.1.

MR. TAUPIER: I believe that's going to be

Mr. Marshman (phonetic), Yvette Campos.

MR. MARSHMAN: Good morning. This commission has already considered Ms. Campos's previous request for a waiver and the executive directors denial of the waiver. It is now before the Commission to decide whether or not to issue a final order approving her application for a license or to direct staff to issue a notice of intent to deny, which would formally signal this Commission's intent to ultimately deny her license application.

If you were to do the latter course, she would still have an avenue to contest the Commission's decision. However, if you were to approve her application, we would issue a final order, later, granting her application and issuing a license shortly thereafter. And I'm available to answer any other questions you may have about this particular application.

VICE-CHAIR: Okay. We have, just for -- just for clarity, we have two speaker cards currently in on this item. And I'd like to go ahead and have them come forward. Just to be clear, Mr. Spicola, you did not indicate if you were here for 9.1 or generally, to speak on this.

MR. SPICOLA: I did not speak on this.

VICE-CHAIR: Okay. We will -- we will disregard this -- this -- this speaker card that appears to be a joke of some kind.

So we do have Mr. Zackum (phonetic) -- and you are here to --

MR. ZACKUM: Mine's for the end of public comments.

VICE-CHAIR: Public comments, okay. Thank you. Sorry, apologize. Okay.

Okay. Is all any other discussion from staff from on any -- proceeding since our last meeting on this.

MR. MARSHMAN: As you'll see in the meeting materials, Ms. Campos did submit a letter regarding her application, regarding her history and she also submitted a previous accolade she received at her former job just to, I assume, demonstrate her worthiness for the application in this certain case.

VICE-CHAIR: Okay. Commissioners, any discussion?

Mr. Chair?

CHAIR: So, commissioners, as -- as you know from the last meeting this case gave me a

particular amount of pause. And I didn't question the lack of a granting by the waiver of the executive director. And I -- and I don't in this case either.

However, we did ask them to go back and give her an opportunity to make her case. We've all seen the letter that she provided in the meeting materials and I will say that the letter that she provided and then the general indicia of mitigation that exists in her case sways me to think that it wouldn't -- it would not be in the best of the State for us to deny this license. And that's where I stand on the issue.

VICE-CHAIR: Okay. Thank you, Mr. Chair.

Other --

COMMISSIONER BROWN: Thank you. I -- I think Ms. Campos' additional information, her character witness, her letter to us, the evidence in the record, the -- the amount of the crime that was committed when she was so young, I -- I think to deny her a license would -- would go against what we are trying to do in our state and I think this character -- I think Ms. Campos had provided enough evidence to show that her character in question is not reminiscent of the early crime

that she committed and I would support granting her a license.

VICE-CHAIR: Okay. Thank you, commissioner. Any other comments?

CHAIR: Just one final.

In reviewing this I also took a look at our own statutes and the prerequisites to serve as a commissioner on the Florida Gaming and Control Commission, and I will point out that her record would not prohibit her from serving in one our chairs.

VICE-CHAIR: Okay. And --

CHAIR: The fact that she's a licensee would but her background would not.

VICE-CHAIR: Thank you, Chair.

Any other comments?

COMMISSIONER DRAGO: I just think I would -- and we've talked about this quite a bit between last meeting and this meeting that there has to be some room for rehabilitation, I think, for people and, especially, when so many years have passed and, especially, when the crime is so minor and, especially, when the crime was committed so long ago. That I think that's certainly something that should be considered by this commission and I do

think it benefits the state and the people of the state of Florida to -- to allow people to have a chance when it's warranted. And there's going to be times where I will not believe in giving somebody a second chance based on their history, but I don't think this is -- this is one of them.

VICE-CHAIR: Okay. With -- I think with discussion exhausted, I -- I have a sense since the -- the chair was handed it off to me, do we have a motion?

CHAIR: I move that we reject the recommendation to issue a letter or a notice of intent to deny and that we move forward with the issuance of her license.

COMMISSIONER BROWN: Second.

VICE-CHAIR: The chair's motion has been seconded. Any opposed?

Seeing none, show that the staff recommendation is rejected.

And I will now, I believe, hand it back over to our good chair.

CHAIR: Thank you, Mr. Vice Chairman.

And we are on to Item No. 9.2.

MR. MARSHMAN: Mr. Chair? If I may? Just before we move to 9.2, just so that staff

understands the ultimate vote on 9.1; we are rejecting the staff recommendation and instead issuing a final order granting her an application for a license, correct?

CHAIR: Correct.

VICE-CHAIR: Yes.

MR. MARSHMAN: Thank you.

CHAIR: 9.2?

MR. TAUPIER: 9.2 is Roy William Bennett, Case No. 2022-033244. Mr. Bennett applied for a pari-mutuel wagering general occupational license. Upon review of the application it appears that the applicant was convicted of a crime, possession of cocaine in the year of 2010.

A waiver interview was conducted with the applicant and the executive director, after reviewing the file and that waiver interview, declined to waive the felony conviction. Based off of that, the recommendation from the Division of Pari-mutuel Wagering is to deny the applicant's or allow and authorize the notice of intent to deny to go out based off of the potential disqualifying criminal conviction that was not waived.

CHAIR: Remind me again, the date of the

conviction?

MR. TAUPIER: 2010.

CHAIR: And the -- so -- so with that, he has a disqualifying -- he has a disqualifying charge or disqualifying conviction, it then becomes incumbent upon him to post that -- that disqualifying conviction and make a showing of good moral character.

What has his record been since?

MR. TAUPIER: Since then, I don't believe he has any other convictions. During the waiver interview the investigator did note that he was very curt and didn't give a lot of information regarding the conviction. So based off of the burden that he had to prove his good moral character, there was a not a lot of information given to the interviewer which, apparently, there wasn't much information at all given to the executive director to even consider whether or not he met that burden.

CHAIR: Commissioners, further questions? Any debate?

Do I have a motion?

And a second?

COMMISSIONER BROWN: Second.

CHAIR: Any objection?

Show the motion carries.

MR. TAUPIER: Next item, 9.3, Regina Pierce, Case No. 2022-034152. Ms. Pierce applied for a card room employee occupational license. Upon review of that application, it appears that the applicant was convicted of theft in the year of 2007. The executive director reviewed the waiver interview notes as well as the entire application file and declined to waive the felony conviction. Therefore the recommendation from the Division is that you authorize the issuance of a notice of intent to deny based off of the potential disqualifying criminal conviction.

CHAIR: So, commissioners, and I'm sure you all have done your own review, when I've done my review of these cases, I'm thinking -- I'm looking at a lot of things that I think you all are looking at as well, the egregiousness of the crime that was the disqualifying event, their history since then. The -- the proximity to present day of the crime, their age when they committed the crime, and the level of maturity they are supposed to have at that point in their life, follow-up arrests, follow-up convictions, especially if

there's any later convictions or withholds of adjudication are all things that have counseled me that someone fails to meet their burden of good moral character after having a disqualifying event.

I just wanted to put that on the record, generally, without getting into the specific details and in -- in each of these cases of -- of -- of what it is that -- that does or does not counsel me towards thinking they've met that burden then, I think we're all look at some of the same things and -- and I just wanted the general public to know that those are the things that we are considering as we look at these.

Any further question, comment, debate, or discussion?

Do I have a motion?

COMMISSIONER BROWN: Move to accept staff recommendation.

CHAIR: And a second?

UNKNOWN SPEAKER: Second.

CHAIR: Without objection, show that motion carries.

MS. ALVARADO: Item No. 9.4 is Reginaldo Anacreon, which is Case No. 2022-036000. The

applicant submitted an application for a slot machine/card room/pari-mutuel combo license.

His record indicated that he had one felony conviction for driving while his license was suspended; a habitual offender. Since then he's been charged with multiple traffic violations, the most recently he was charged with September 2021, of driving with his license suspended as well as DUI. So the commission -- or the Division would ask that the commission would authorize the issuance of a notice of intent to deny in this case.

CHAIR: Any questions? Commissioner?

COMMISSIONER BROWN: The DUI is a misdemeanor, correct? It wasn't a felony?

MS. ALVARADO: Yes, it's not a felony. It also hasn't been -- that case hasn't been closed yet. It's still open.

COMMISSIONER BROWN: What is the harm of preventing a or granting or license for somebody who violate -- drives, habitually, drives without a license while it's suspended.

MS. ALVARADO: I think that the record since 2016 showing that he continues to break laws would give me concern that he would may -- he may do

that inside of the facility as well. Break -- violate rules. He doesn't feel that he needs to follow rules is kind of what it seems from his criminal history.

COMMISSIONER BROWN: How many -- how many would you define habitual again?

MR. TAUPIER: To be habitualized, you have to have three convictions.

COMMISSIONER BROWN: Okay.

MR. TAUPIER: And he's been habitualized, I believe, twice and he's going on his third.

COMMISSIONER BROWN: The third being the DUI?

MR. TAUPIER: The third and he has a pending driving with knowledge with a suspended license. So those two might habitualize him again.

COMMISSIONER BROWN: There is Uber. Okay, thank you.

CHAIR: And for clarification, the disqualifying event is a felony or a misdemeanor related to the -- the gaming industry. The burden on the then disqualified applicant can be any number of things showing or not showing good moral character. So an unrelated misdemeanor may be indicia of failing to mitigate their -- their prior bad acts.

COMMISSIONER BROWN: Right.

CHAIR: Okay. Any further discussion or debate?

Seeing none, do we have a motion?

COMMISSIONER D'AQUILA: Make a motion.

CHAIR: And a second?

VICE-CHAIR: Second.

CHAIR: Any opposition?

Seeing none, show the motion carries. For clarification, that motion of course, is to accept the staff recommendation. I apologize for the continued shorthand.

MR. TAUPIER: Amos Jefferson Ealy, Jr., Mr. Ealy applied for a card room employee occupational license. Upon review of the completed application it is found that he was convicted of two felonies.

The first, possession of cocaine in 2000 and the second was criminal mischief in 2009. The applicant did apply for a waiver of the felony convictions and an interview was a conducted. Based off of the interview and the full application filed, the executive director declined to waive the felony convictions. Based off of that the Division is recommending that the commission authorize the issuance of a notice of

intent to deny based off of those two potentially disqualifying criminal convictions.

CHAIR: Did I perceive that part of the consideration of this case was the applicant's candor during the waiver interview that the facts described by the applicant were wildly different than the police report about the incident?

MR. TAUPIER: That is correct. The facts that the applicant described was very tame compared what the police report laid out. The police report had much more than just a mag light being involved. The restitution amount is almost $5,000, so the inconsistencies that the interviewer and investigator pointed out is very clearly seen by a mag light not causing $4,000 worth of damage.

CHAIR: Commissioners, any further question or debate?

I'll entertain a motion.

COMMISSIONER BROWN: Move to approve the staff recommendation.

CHAIR: And a second?

COMMISSIONER D'AQUILA: Second.

CHAIR: Any opposition? Seeing none, that motion carries.

MR. TAUPIER: Item 9.6, Shaun Fergus, Case No. 2022-040989. Mr. Fergus applied for a slot card room pari-mutuel combination occupational license.

Upon review of the completed application it appears that Mr. Fergus has the following convictions:

Possession of cocaine with intent to deliver or sell, four counts stemming from 1986, 1993, and 1995.

Possession of cocaine, three counts stemming from 1995, 2004, and 2011.

Driving with license suspended habitual traffic offender, four counts stemming from 1998, 2006, 2007, and 2013.

Driving while license suspended, which as a third or subsequent in 2006.

And tampering with physical evidence in 2004.

There is no provision that the legislature has in statute that allows the executive director to waive any criminal convictions when it comes to slot licensing, therefore a waiver interview was not conducted and because there are disqualifying or potentially disqualifying criminal convictions, the recommendation from the Division is to

authorize the notice of intent to deny.

CHAIR: So, I would, if this were not a slot application; if this were an application for something where there were a waiver interview, I would be curious about the information that would have come from that interview only because these are very egregious crimes. They are disqualifying crimes. They, on their face, say this as a person who does not need to have a license in this industry.

And they are approaching 20 years old, so I would want to know if that person could point to an actual point in their life that turned around. Since we don't have the benefit of that, I would suggest, commissioners, that we do follow the staff recommendation and issue the notice of intent to deny bearing in mind that that does still avail this person of an administrative process and they would have their ability to make that case in either an informal or formal hearing after the fact.

With that said, any further discussion or debate?

VICE-CHAIR: I'll -- I'll move the chair's recommendation.

CHAIR: And a second?

COMMISSIONER BROWN: Second.

CHAIR: I'll show that motion -- oh, any opposition?

Seeing none, show the motion carries.

MR. TAUPIER: Item 9.7, Leondra Parazza Viso, Case No. 2022-041897. Mr. Viso applied for a slot card room and pari-mutuel combination occupational license as well. Upon review of his application it appears that he has a possession of controlled substances conviction stemming from 2022. Again, the waiver statute is not applicable for these slot machine licensees, therefore a waiver interview was not conducted and the recommendation from the conviction is that the commission authorize a notice of intent to deny the license.

I will add that this arrest happened in October of 2022 or 2019. He was given the opportunity to go through a diversion program, he was arrested on a felony second degree, it was pled down to possession of synthetic cannabinoids, so that was the drug that was part of the plea deal. In 2022, he did get ultimately get re-rejected from the pretrial diversion program and he did plea out.

CHAIR: Any questions or debate, commissioners?

Do we have a motion?

Make a motion.

CHAIR: And a second?

COMMISSIONER DRAGO: Second.

CHAIR: And any opposition to accepting the staff recommendation?

Seeing none, show the motion carries.

Last item that I have is 9.8, Caroline Selesten, Case No. 2022-041915. Ms. Selesten did apply for a slot machine/card room/pari-mutuel combination occupational license as well. Upon review of her completed application it appears that she was convicted of possession of cocaine with intent to sell or deliver in 1999, possession of cocaine in 1999, and attempted purchase of cocaine in 2010.

The waiver provision is not available for slot machine licensing therefore waiver interview was not conducted and the Division's recommendation based off of all of this information is for the Commission to authorize the issuance of a notice of intent to deny license.

CHAIR: And again, commissioners, I think in

a case like this, it is incumbent upon the person to avail themselves of the administrative process if they think they can show good moral character post a disqualifying event so I -- I would think that we will move forward with the staff's recommendation.

Any questions or debate?

Seeing none, is there a motion?

VICE CHAIR: Move the chair's recommendation.

CHAIR: And a second?

UNKNOWN SPEAKER: Second.

CHAIR: Without opposition, show that motion carries.

And we, I believe, are getting closer to the end and I have to apologize, commissioners, because with all the excitement today, I have not checked in anybody to see if anyone needed a break.

A five or ten-minute for a -- okay. Seeing no need for that we will push on, then, to, where are we? Item No. 10, executive director's update.

MR. TROMBETTA: Thank you, Mr. Chair. I have essentially three updates. The first one has to do with the legislative budget requests.

So at the previous meeting I was asked to

take a second look at our LBR based on the feedback that was provided from the commissioners. Staff and I did that. I provided an updated LBR to you all in an e-mail on Tuesday. It was supposed to be included in the meeting materials today but due technical issues it didn't make it in. It is part of the record.

But I would ask the chair if you -- I can't really ask for a motion but if you guys had any feedback on that LBR please provide it now. And if not, we'd be happy to take that version and -- and move it towards submission.

CHAIR: Commissioners, any discussion or debate?

Do I have a mo -- oh, sorry. Do I have a motion to accept the staff's recommended LBR.

COMMISSIONER BROWN: So moved.

CHAIR: And a second?

VICE CHAIR: Second.

Any objection?

So the motion carries.

MR. TROMBETTA: Thank you.

Similarly, the -- the LRPP, long range program plan, was we -- the same thing. We kind of we took the feedback that you provided to me

and to my staff at the last meeting, we incorporated a lot of what you provided into LRPP and submitted on time. So really, you don't have to move that one, it -- we did it based on the feedback you-all provided and -- and we're able to meet the deadline so I appreciate you working with me and my staff on that.

And then, finally, just kind of a housekeeping order, there's a statutory provision that provides that the -- the commission has to provide a distribution to counties and municipalities based on card room revenue annually. So the -- that, the payments are due October 1st. The payments were made as required and it's -- it's a -- it's not a discretionary item so we just took a liberty of doing it so the -- so I think it was provided to 19 municipalities or counties, about $2.4 million total was provided and those counties have received that money.

With that, those were my three main updates but I'm obviously available for any other questions if you have them.

CHAIR: On the last item, I think, in the future years our preference would be to see it ahead of time but because it is administerial act,

I think that it's perfectly appropriate that the agency acted in its administerial way.

MR. TROMBETTA: Yes, sir.

CHAIR: Commissioners, any questions or discussion? Thank you, Mr. Trombetta.

And that reaches us to Item No. 11 on the agenda, is public comment. I believe we only have one speaker, Mr. Zackum.

M. ZACKUM: I'll be brief and actually I only have two comments. The first one was inspired by the conversation today. Commissioner Drago, you were good enough to make the statement that the goal was to get compliance with many of these actions that are happening and with the discussion you all had, I'm not going to rehash any -- any of issues there, but internal controls are submitted to the agency for review to answer some of the questions that you all had pertaining to the internal controls themselves. And most of the investigators that you end up having that go to these facilities that might work with a facility and say here's a problem or an issue, they're constantly with the same facility and they communicate to other investigators.

So if there is an aggravation that might

occur there, they're all aware of it, the investigators usually are. They have good communication and the internal controls you all discussed, if there are modifications or needs to modify them from camera angles to process to any of the things that you all were talking about, they -- the facilities communicate to -- to staff and work with them.

That being said, an observation that I have and I'm clearly not asking for you-all to make any comment on it, but if your real goal pertains to compliance, which I'm sure that it is, there is some confusion over when the facility is responsible and when the individual licensee is responsible for an action.

There's some challenges with understanding where that is. You can have the best internal controls in the entire world and put them in place, but an individual licensee doesn't do what they're supposed to and a facility being responsible for those creates a lot of confusion.

So, most of the time they don't until after the events occurred. And they try and take corrective action there. But that's just a thought that I wanted to put forward to you-all.

And the second thing that I had that I was going to also mention is that some facilities are -- are requesting or I should say asking when there might be rule making that would go into effect to perhaps create some clarifications in these areas. Everyone knows you have a lot on your plates, but it's just something to, kind of, work through your minds as far as an agenda for down the road whether that be a few months or whatever it might be. But those are the two comments that I had.

Okay. Thank you all.

CHAIR: Points well taken. Thank you, Mr. Zackum.

Commissioners, anything else for the good of the order?

All right. Seeing none, Do I have a motion that we rise?

VICE CHAIR: So moved.

CHAIR: And a second?

COMMISSIONER BROWN: Second.

CHAIR: Show us adjourned.

(Whereupon, the proceedings concluded at 12:00 p.m.)

CERTIFICATE OF REPORTER

I, JESSICA RENCHEN, Registered Professional Court Reporter, 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.

DATED this 6th day of October, 2022.

_____
JESSICA RENCHEN, Court Reporter

2. Discussion of application for ownership transfer

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Ross Marshman, General Counsel
Re:	Proposed acquisition of a pari-mutuel wagering permit and its paired licenses by Gretna Racing, LLC, from West Flagler Associates, Ltd.
Date:	February 6, 2023

Executive Summary

The Commission previously considered a proposal by PCI Gaming Authority, via its wholly owned subsidiary Wind Creek Miami, LLC, to acquire a pari-mutuel wagering permit and its paired licenses, including, most notably, a slot machine gaming license, from West Flagler Associates, Ltd. That proposal has changed. Now, Gretna Racing, LLC, a different wholly owned subsidiary of PCI Gaming Authority, proposes to purchase and hold the permit and its paired licenses. This memorandum will highlight the salient facts and provide a legal analysis of the latest proposal.

Background

Originally, PCI Gaming Authority ("PCIGA"), an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe, through its wholly owned subsidiary Wind Creek Miami, LLC ("Wind Creek"), sought the Commission's permission to acquire a pari-mutuel wagering permit, labeled 155 ("permit") and its paired licenses, including a slot machine gaming license, labeled SM155 ("slot license"), and a cardroom operating license, labeled CR155, from West Flagler Associates, Ltd. ("West Flagler"). To effectuate this acquisition, PCIGA submitted an application and a series of supporting documents on October 6, 2022 ("initial application"). The initial application included an asset purchase agreement, executed by PCIGA and West Flagler, spelling out the terms and conditions of the sale of the permit and its paired licenses. After the asset purchase agreement was executed, PCIGA designated Wind Creek as its designee. As PCIGA's designee, Wind Creek, subject to the terms and conditions of the asset purchase agreement, would purchase the permit and its paired licenses from West Flagler. The initial application was deemed complete as of November 18, 2022. The Commission considered the merits of the initial application during its duly noticed public meeting on December 1, 2022. At that meeting, the Commission voted unanimously to table consideration of the initial application indefinitely.

Later, on January 13, 2023, the Commission received a new proposal, flanked by a new pair of applications, for the acquisition of the same permit and its paired licenses (together the "subsequent applications"). PCIGA changed its initial application, in relevant part, by substituting Gretna Racing, LLC ("Gretna"), for Wind Creek. Gretna, like Wind Creek, is a wholly owned subsidiary of PCIGA. Gretna, unlike Wind Creek, possessed a pari-mutuel wagering permit, numbered 542, and operating licenses for the conduct of pari-mutuel wagering, specifically, a quarter horse racing license, numbered 542, and a cardroom license, labeled CR542, in fiscal year 2020-2021. The practical effect of this substitution and designation means the Commission must now analyze whether Gretna can purchase and hold the permit and its paired licenses.

The subsequent applications also included Gretna's application for an annual slot machine gaming license ("slot application") and individual license. For reasons explained below, the Commission treats the slot application as the required notification and request for approval of a change of ownership in the slot license.

Analysis

Pari-mutuel wagering permits and slot machine gaming licenses can be bought and sold. *See* §§ 550.054(12) (permits); 551.104(4)(d), Fla. Stat. (slot machine gaming licenses). Specifically, Florida law allows a change of ownership of a pari-mutuel permit and a slot machine gaming license and prescribes the notification, oversight, and approval procedures based on the percentage of ownership or interest in the permit or license that is subject to change. *Id*.

The term "transfer" also appears in chapters 550, 551, and 849 Florida Statutes. The Legislature is presumed to have chosen the use of a particular term for a reason. *Atlantis at Perdido Ass'n, Inc. v. Warner*, 932 So. 2d 1206, 1213 (Fla. 1st DCA 2006) (quotation omitted). Further, it is a well-settled principle that "the use of different terms in different portions of the same statute is strong evidence that different meanings were intended." *See, e.g., State v. Bradford*, 787 So. 2d 811, 819 (Fla. 2001). The terms "transfer" and "change of ownership" are not interchangeable. Reading each of the applicable statutes as a whole, as required, bears this out. *See Koile v. State*, 934 So.2d 1226, 1233 (Fla. 2006).

The proposed acquisition does not include the "transfer" of the permit. A transfer or assignment of a permit, such as the one at issue, can only occur if a permitholder who is convicted of a specified crime receives the Commission's permission.[1] *See* § 550.054(11), Fla. Stat. In this matter, however, the owner of the permit is changing from West Flagler to Gretna pursuant to the terms of an asset purchase agreement, not due to a disqualifying criminal conviction. The Legislature used different terminology elsewhere in the same statute to describe such a change of ownership of a permit. *See* § 550.054(12), Fla. Stat. ("Changes in ownership or interest of a pari-mutuel permit of 5 percent or more of the stock or other evidence of ownership or equity in the permitholder shall be approved by the commission prior to such change[.]"). Conflating the terms "change of ownership" and "transfer" unreasonably suggests that the Legislature intended to simultaneously prohibit and authorize changes in ownership of a permit. Instead, section 550.054(11), Florida Statutes, sets forth conditions and requirements applicable to transfers of pari-mutuel permits and transfers of ownership of pari-mutuel permitholders, both contemplating the permitholder's conviction of a specific crime, while section 550.054(12), Florida Statutes, sets forth different conditions and requirements applicable to changes of ownership of a pari-mutuel permit. Accordingly, a reading of the plain language of the whole statute demonstrates "transfer and "change of ownership" were not intended by the Legislature to be interchangeable for purposes of Section 550.054.

Similarly, the proposed acquisition does not include the "transfer" of the licenses. A slot machine gaming license is being sold thereby causing a change of ownership of the license. Such a change

[1] The "transfer" of other pari-mutuel permits, including a change to the physical location of a harness track and the transfer of a quarter horse permit to a not-for-profit corporation, i.e., a corporation without owners, are described in other sections of chapter 550, Florida Statutes. *See* §§ 550.375(2); 550.3345, Fla. Stat.

of ownership is expressly permitted. *See* § 551.104(4)(d), Fla. Stat. ("Changes in ownership or interest of a slot machine license of 5 percent or more of the stock or other evidence of ownership or equity in the slot machine license or any parent corporation or other business entity that in any way owns or controls the slot machine license shall be approved by the commission prior to such change[.]"). A proscription against "transferring" a slot machine gaming license appears elsewhere in the same statute. *See* § 551.104(5), Fla. Stat. ("A slot machine license is not transferable."). Again, it is unreasonable to suggest the Legislature intended to simultaneously authorize and prohibit changes in ownership of a slot machine gaming license by using two different sets of terms in two different parts of the same statute. As for a cardroom license, as used in section 849.086, Florida Statutes, "transfer" refers to changes in the cardroom's physical location. *See* § 849.086(17)(a), Fla. Stat. ("[N]o cardroom gaming license issued under this section shall be transferred, or reissued when such reissuance is in the nature of a transfer, so as to permit or authorize a licensee to change the location of the cardroom except upon proof in such form as the commission may prescribe that a referendum election has been held[.]"). Because the instant cardroom's location is not changing, the Commission need not analyze a "transfer" of the cardroom license.

In sum, a reading of the plain language of each statute demonstrates why "transfer" and "change of ownership" were not intended by the Legislature to be interchangeable for purposes of Sections 550.054, 551.104 or 849.086. Therefore, the Commission need not analyze a "transfer" of the permit or its paired licenses.

Even though permits and slot machine gaming licenses can be sold, the Commission must still analyze whether a proposed acquisition satisfies other requirements for such changes of ownership. In this matter, the Commission is doing just that – the Commission must determine whether Gretna's proposed acquisition of West Flagler's permit and its paired licenses, including the slot machine gaming license, is permissible.

Gretna is qualified to hold the permit and its paired licenses at issue. Florida law restricts who can hold a permit and its paired licenses. A permit can only be held by a permitholder who held an operating license for the conduct of pari-mutuel wagering for fiscal year 2020-2021. § 550.054(15)(a), Fla. Stat. Likewise, an operating license, including a slot machine gaming license, can only be held by a permitholder who held an operating license for the conduct of pari-mutuel wagering for fiscal year 2020-21. *Id.*; *see also* §§ 550.01215(1)(d), Fla. Stat. ("[A] a pari-mutuel permitholder may not be issued an operating license for the conduct of pari-mutuel wagering, slot machine gaming, or the operation of a cardroom if the permitholder did not hold an operating license for the conduct of pari-mutuel wagering for fiscal year 2020-2021."); § 849.086(5)(c), Fla. Stat. ("[A] pari-mutuel permitholder … may not be issued a license for the operation of a cardroom if the permitholder did not hold an operating license for the conduct of pari-mutuel wagering for fiscal year 2020-2021.") Gretna satisfies these eligibility requirements. Gretna has had complete ownership of pari-mutuel wagering permit 542 since 2018. More importantly, Gretna was issued two operating licenses, one for the conduct of pari-mutuel wagering and one for a cardroom, for fiscal year 2020-2021. Thus, Gretna can hold the permit and its paired licenses, including the slot machine gaming license, at issue, so long as it satisfies all other applicable statutory and rule-based requirements.

Gretna appears to satisfy the other requirements to purchase the permit and its paired licenses. By way of staff's thorough review of the subsequent applications and amended and supplemental information submitted to the Commission on January 27, 31, and February 1, 2023, including a series of additional individual license upgrade applications, Gretna has presented a permissible acquisition proposal.[2]

Recommendation: The Commission should enter a conditional final order approving Gretna Racing, LLC's acquisition of West Flagler Associates, Ltd.'s pari-mutuel wagering permit, labeled GHND155, and its slot machine gaming license, labeled SM155, and cardroom operating license, labeled CR155. Provided it receives notification from the parties that the closing, as described in the asset purchase agreement, actually occurs, the Commission should then issue a final order approving the acquisition.

[2] If this proposed acquisition is approved, Gretna Racing intends to lease its newly acquired fronton to West Flagler. This lease poses a separate issue for the Commission to consider – the proposed acquisition is not contingent on the lease. But the lease bears further analysis at the proper time, i.e., when the Commission is asked to approve pari-mutuel wagering activity at a leased facility by way of West Flagler's application, amended or otherwise, for a jai alai operating license. *See, e.g.*, §§ 550.475 ("Holders of valid pari-mutuel permits for the conduct of any pari-mutuel wagering in this state are entitled to lease any and all of their facilities *to any other holder of a same class valid pari-mutuel permit*, when located within a 35-mile radius of each other[.]") (emphasis added); 550.054(3)(e), Fla. Stat. (allowing pari-mutuel wagering activity at leased facilities).

January 13, 2023

Via Electronic Mail (Clerk@fgcc.fl.gov)
Louis Trombetta
Executive Director
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399

Re: Amended Permit Transfer Application

Dear Director Trombetta:

This correspondence is provided on behalf of PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe ("PCI") for the purpose of amending PCI's application for the transfer of pari-mutuel permit 155 from West Flagler Associates, Ltd. to Wind Creek Miami, LLC ("Wind Creek").

By way of background, on October 6, 2022, PCI, through Wind Creek, a wholly owned subsidiary of PCI, filed an application for the transfer of pari-mutuel permit 155. The application was deemed complete on November 18, 2022. The Florida Gaming Control Commission considered the application at its December 1, 2022, meeting and ultimately voted to table the application to allow PCI to revise its trade secret claims. PCI submitted updated documents with revised trade secret claims on December 7, 2022.

PCI is now amending the application to substitute Gretna Racing, LLC ("Gretna") as the applicant transferee in place of Wind Creek. Gretna is a wholly owned subsidiary of PCI and the holder of pari-mutuel permit 542. Gretna held an operating license to conduct pari-mutuel wagering in the 2020-2021 state fiscal year and has held an operating license in each subsequent year.

The following documents are enclosed for your review:

1. Amended Form DBPR PMW-3040 Permit Transfer Application from One Existing Permitholder to Another Existing Permitholder
2. Exhibit 1 – Transferee's Interest in Florida Pari-mutuel Permits
3. Exhibit 2 – Percentage of Ownership or Equity to be Transferred
4. Exhibit 3 – Asset Purchase Agreement
5. Exhibit 4 – Source of Financing
6. Exhibit 5 – Refinancing of Facility
7. Exhibit 6 – Schedule of Post-Acquisition Ownership Interests

Note that Exhibits 3, 4, and 5 contain limited redactions. The redactions cover information that is confidential and exempt from disclosure pursuant to sections 688.001 – 688.009, 815.04, and 815.045, Florida Statutes.

Additionally, PCI is changing the governance structure of Gretna such that Gretna will be managed by the PCI board of directors. The PCI board of directors consists of the following individuals:

Timothy Manning – Chairman (License # 9909776)
Westly Woodruff – Board member (License #12665968)
Teresa Poust – Board member (License #12666043)
Eddie Tullis – Board member (License #12665996)

All PCI board members are currently licensed with the Commission and applications to upgrade their licenses to slot machine/cardroom/pari-mutuel combination licenses have been filed.

Finally, we have also included an application for an annual slot machine license for Gretna Racing, LLC with exhibits 1-11 and Form 3190. The slot machine license application contains certain redactions. The redactions cover information that is confidential and exempt from disclosure pursuant to sections 119.071(3)(a)2., 688.001 – 688.009, 815.04, and 815.045, Florida Statutes. We will provide the slot license fee, compulsive gambling fee, and surety bond upon closing.

Thank you for your time and consideration in reviewing this important matter and please let us know if you have any questions or need any additional information.

Sincerely,

John M. Lockwood

cc: Louis.Trombetta@fgcc.fl.gov

DBPR PMW-3040 – Permit Transfer Application From One Existing Permitholder to Another Existing Permitholder

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

www.myfloridalicense.com

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, ***at .850.487.1395.***

INSTRUCTIONS

This application shall only be used when an existing licensed permitholder transfers the permit to another existing licensed permitholder. All others must comply with the permit application procedure as provided for in Section 550.054, Florida Statutes.

PERMITTED FACILITY INFORMATION

Facility Name: Magic City Casino

ADDRESS OF PERMITTED FACILITY

Street Address or P.O. Box: 450 NW 37th Avenue

City: Miami | State: FL | Zip Code (+4 optional): 33125

County: Miami-Dade

TRANSFEROR INFORMATION

Permitholder/Transferor: West Flagler Associates, Ltd.

D/B/A of Transferor Facility: Magic City Casino

BUSINESS ADDRESS OF TRANSFEROR

Street Address or P.O. Box: 450 NW 37th Avenue

City: Miami | State: FL | Zip Code (+4 optional): 33125

County: Miami-Dade

APPLICANT INFORMATION

Applicant(s)/Permitholder(s)/Transferee(s): Gretna Racing, LLC

D/B/A of Transferee Facility: Magic City Casino

BUSINESS ADDRESS OF TRANSFEREE

Street Address or P.O. Box: c/o PCI Gaming Authority, 303 Poarch Rd.

City: Atmore | State: AL | Zip Code (+4 optional): 36502

County: Escambia (Alabama)

ADDITIONAL INFORMATION

List the physical location where racing/jai alai will be conducted.
450 NW 37th Avenue, Miami, FL 33125

Does applicant(s) currently hold an ownership interest of 5 percent or more in a permitholder, licensed to conduct racing/jai alai, in the State of Florida? Yes

If yes, list ownership or equity interest in permitholder and facility.

Please see the attached Exhibit 1

What percentage of ownership or equity interest will be transferred?
Please see the attached Exhibit 2

Attach a copy of all agreements for the purchase or transfer of the ownership interest.
The Asset Purchase Agreement is attached as Exhibit 3

Note: If there is more than one applicant or transferee, list the ownership interest that each will acquire.

NA

Disclose the source of financing, including the terms and parties of such financing for the acquisition of the ownership interest or equity in the transferor.
Please see the attached Exhibit 4

If the financing will result in the refinancing of the transferee's(s') facility, attach the addresses of any mortgagee or creditor, and a copy of all financial agreements between the parties. Please see the attached Exhibit 5

If the transfer results in a shared ownership interest or equity interest in the permitholder, the applicant(s) shall submit an affidavit that the transferee(s) and transferor agree that they would be jointly and severally liable "for any infractions of the pari-mutuel laws and rules and regulations of the State of Florida, as same arises from the use of the permit." NA

Attach a schedule disclosing all ownership interests of 5 percent or more in the permitholder, upon completion of the transfer. Please see the attached Exhibit 6

Disclose any action pending by the Division of Pari-Mutuel Wagering involving the Transferor or the Transferee.

None

NOTARIZATION

The foregoing application was sworn to and subscribed before me this 13th day of Jan 20 23

by Brent Pinkston, [signature]

Type or print name of applicant's representative — Signature of applicant's representative

who is personally known to me or who has produced the following as identification.

Personally known

Type of identification

[signature]

Signature of person taking acknowledgment

(Rubber Stamp and Expiration)

STATE OF ALABAMA NOTARY PUBLIC
LYNN WOODCOCK
My Commission Expires
February 5, 2025

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
www.myfloridalicense.com

Please provide information on the partners, managers, officers, or directors for your business entity below.

ORGANIZATION NAME	
Name of Organization: Gretna Racing, LLC	Permit #: 155
D/B/A or Trade Name: Magic City Casino	

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: Manning	First: Timothy	Middle: Allen	Title:	Suffix:
Office Held: Chairman	License #: 9909776	Percentage of Ownership: NA		
RESIDENCE ADDRESS				
Street Address or P.O. Box: 8620 Hwy 97A				
City: Walnut Hill	State: FL	Zip Code (+4 optional): 32568		
County (if Florida address): Escambia	Country: USA			

MANAGEMENT INFORMATION				
Last Name: Dorris	First: James	Middle: Franklin	Title:	Suffix: Jr.
Office Held: President and CEO	License #: 8592737	Percentage of Ownership: NA		
RESIDENCE ADDRESS				
Street Address or P.O. Box: 32173 Cinnteal Place				
City: Spanish Fort	State: AL	Zip Code (+4 optional): 36527		
County (if Florida address):	Country: USA			

MANAGEMENT INFORMATION

Last Name	First	Middle	Title	Suffix
Quinn	Joseph	Thomas		

Office Held	License #	Percentage of Ownership
CFO	8592752	NA

RESIDENCE ADDRESS

Street Address or P.O. Box		
8750 Pine Run		
City: Spanish Fort	State: AL	Zip Code (+4 optional): 36527
County (if Florida address):	Country: USA	

MANAGEMENT INFORMATION

Last Name	First	Middle	Title	Suffix
Pinkston	Brent			

Office Held	License #	Percentage of Ownership
COO	8592716	NA

RESIDENCE ADDRESS

Street Address or P.O. Box		
49 Speckle Trout Route		
City: Spanish Fort	State: AL	Zip Code (+4 optional): 36527
County (if Florida address):	Country: USA	

MANAGEMENT INFORMATION

Last Name	First	Middle	Title	Suffix
Woodruff	Westly	Lamar		

Office Held	License #	Percentage of Ownership
Board Member	12665968	NA

RESIDENCE ADDRESS

Street Address or P.O. Box		
804 West Canal Drive		
City: Gulf Shores	State: AL	Zip Code (+4 optional): 36542
County (if Florida address):	Country: USA	

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.

See next page		See next page	
Name (Please Print)	Title (Please Print)	Signature	Date

State of Florida,
County of _____
Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____,
_____, who is personally known to me or produced the following as identification:
_____.

_____
Notary Public
My Commission Expires: _____

MANAGEMENT INFORMATION

Last Name	First	Middle	Title	Suffix
Poust	Teresa	Elaine		

Office Held	License #	Percentage of Ownership
Board Member	12666043	NA

RESIDENCE ADDRESS

Street Address or P.O. Box

2650 Alturas Road

City	State	Zip Code (+4 optional)
Atascadero	CA	93422

County (if Florida address)	Country
	USA

MANAGEMENT INFORMATION

Last Name	First	Middle	Title	Suffix
Tullis	Eddie	Leon		

Office Held	License #	Percentage of Ownership
Board Member	12665996	NA

RESIDENCE ADDRESS

Street Address or P.O. Box

188 Lynn McGhee Drive

City	State	Zip Code (+4 optional)
Atmore	AL	36502

County (if Florida address)	Country
	USA

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.

Name (Please Print)	Title (Please Print)	Signature	Date
Brent Pinkston	COO, Sole Manager	Brent Pinkston	1-13-23

State of ~~Florida~~, Alabama
County of Escambia
Sworn to (or affirmed) and subscribed before me this 13th day of January, 20 23,
Brent Pinkston, who is personally known to me or produced the following as identification:

Lynn Woodcock
Notary Public
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC LYNN WOODCOCK My Commission Expires February 5, 2025

STATE OF ALABAMA NOTARY PUBLIC LYNN WOODCOCK My Commission Expires February 5, 2025

DBPR PMW-3400 – Permitholder Application for Annual Slot Machine License

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
www.MyFloridaLicense.com

INSTRUCTIONS

This form is to be submitted in conjunction with Form DBPR PMW-3460 Authorization for Release of Information, and Form DBPR PMW-3190 Officers, Directors, Managers, Shareholders, Principals, Partners.

ORGANIZATION INFORMATION

Federal Employer ID Number: [redacted]

Permitholder's Legal Name: Gretna Racing, LLC Magic City

Doing Business As (D/B/A) Name: Casino

MAILING ADDRESS

Street Address or P.O. Box: c/o PCI Gaming Authority

303 Poarch Rd.

City:	State:	Zip Code:
Atmore	AL	36502

County:	Country:
Escambia (Alabama)	USA

CONTACT INFORMATION

Contact Name:	Title:
Venus Prince	Chief Compliance Officer

Primary Phone Number:	Primary E-Mail Address:
[redacted]	[redacted]

PHYSICAL ADDRESS

Street Address: 450 NW 37th Avenue

City:	State:	Zip Code (+4 optional)
Miami	FL	33125

County: Miami-Dade

ADDITIONAL CONTACT INFORMATION

Alternate Phone Number	Fax Number

Alternate E-Mail Address

Initials: BP

SLOT MACHINE AREA INFORMATION
Short Description of Physical Location of Slot Machine Area(s): The slot machine area is located on the main level of the facility
What is the number of slot machines you intend to operate during the license period? 787
Name and license number of Slot Machine Operations Manager or Slot Machine Management Company: Shawn Veerasammy, License #8316403
Name and address of the Custodian of Records: Yadelin Crespo, 780 W. 33rd Street, Hialeah, FL 33012
List the dates and hours of slot machine operations: 24 Hours a day, 365 days a year

Additional requirements:

1) Submission of a list of all ownership interests of five percent or greater. If a corporation, the name of the state in which incorporated and the names and addresses of the officers, directors, and shareholders holding five percent or more equity or, if a business entity other than a corporation, the names and addresses of the principles, partners, shareholders or any other person holding five percent or more equity as described in Rule 61D-14.002(b)(c)(d) and (e), Florida Administrative Code (F.A.C.), on Form DBPR PMW-3190, Officers and Directors.
2) Submission of a complete set of fingerprints and a completed DBPR PMW-3460 Authorization for Release of Information Form for each individual listed in the application as an owner, partner, officer, or director of the applicant.
3) Submission of a DBPR PMW-3460, Authorization for Release of Information, for the slot machine applicant as required by Rule 61D-14.002, F.A.C.
4) Submission of a copy of the applicant's security plan, slot machine area floor plan, location of security cameras, and listing of all security equipment.
5) Submission of a copy of the binding written agreements between the facility and respective associations as required by Section 551.104(10), Florida Statutes.
6) Disclosure of each of the applicant's ownership interest in any other pari-mutuel permit in Florida.
7) Evidence of a current surety bond in the amount of $2,000,000, payable to the Governor of the State of Florida, as specified in s. 551.103(1)(f), Florida Statutes.
8) Payment of the non-refundable $3,000,000 application fee for a Slot Machine License as required by Section 551.106(1), Florida Statutes. Payment must be submitted via electronic funds transfer.
9) Payment of the non-refundable $250,000 regulatory fee for the Compulsive or Addictive Gambling Prevention Program as required by Section 551.118, Florida Statutes, made payable to the Division.
10) Submission of the slot machine applicant's employee training plan for the Compulsive or Addictive Gambling Prevention Program.
11) Submission of a list of slot machine business occupational licensees (i.e. vendors, manufacturers, distributors, service companies, etc.) with whom you intend to do business.
12) A copy of the facility's written policy for creating opportunities to purchase from minority vendors in Florida, creating employment opportunities for minority residents in Florida, opportunities for construction services provided by minority contractors, and ensuring opportunities for employment are offered on an equal, nondiscriminatory basis.
13) Disclosure of any administrative, civil or criminal proceedings, and/or any judgments initiated by any governmental agency or any other state or federal agency that would affect the license status of the applicant or any affiliate of the applicant pursuant to Sections 550.054 and 550.1815, Florida Statutes.
14) Disclosure of the applicant's internal control procedures required by Rule 61D-14.058, F.A.C.

AFFIDAVIT

Pursuant to s. 559.79, Florida Statutes (F.S.), each application for a license or renewal of a license issued by the Department of Business and Professional Regulation shall be signed under oath or affirmation by the applicant, owner, or chief executive of the applicant without the need for witnesses unless otherwise required by law.

Pursuant to s. 559.791, F.S., any license issued by the Department of Business and Professional Regulation which is issued or renewed in response to an application upon which the person signing under oath or affirmation has falsely sworn to a material statement, including, but not limited to, the names and addresses of the owners or managers of the licensee or applicant, shall be subject to denial of the application or suspension or revocation of the license, and the person falsely swearing shall be subject to any other penalties provided by law.

I certify that I am empowered to execute this application as required by s. 559.79, F.S. I agree to abide by and obey all laws and rules of the Division of Pari-Mutuel Wagering and the laws of the State of Florida. I understand that my signature on this application has the same legal effect as if made under oath. To the best of my knowledge, all information contained on this application is true and correct. **I understand the falsification of any information on this application may result in administrative action, including a fine, denial, suspension, and/or revocation of the license.**

Signature of Applicant, Owner, or Chief Executive:	Date:
Brent Pinkston	1/13/2023
Print Name:	Title
Brent Pinkston	COO of sole manager

DBPR PMW-3400 – Permitholder Application for Annual Slot Machine License

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
www.MyFloridalicense.com

INSTRUCTIONS

This form is to be submitted in conjunction with Form DBPR PMW-3460 Authorization for Release of Information, and Form DBPR PMW-3190 Officers, Directors, Managers, Shareholders, Principals, Partners.

ORGANIZATION INFORMATION

Federal Employer ID Number: [redacted]

Permitholder's Legal Name: Gretna Racing, LLC

Doing Business As (D/B/A) Name: Magic City Casino

MAILING ADDRESS

Street Address or P.O. Box: c/o PCI Gaming Authority

303 Poarch Road

City: Atmore | State: AL | Zip Code: 36502

County: Escambia (Alabama) | Country: USA

CONTACT INFORMATION

Contact Name: Venus Prince | Title: Chief Compliance Officer

Primary Phone Number: [redacted] | Primary E-Mail Address: [redacted]

PHYSICAL ADDRESS

Street Address: 450 NW 37th Avenue

City: Miami | State: FL | Zip Code (+4 optional) 33125

County: Miami-Dade

ADDITIONAL CONTACT INFORMATION

Alternate Phone Number | Fax Number

Alternate E-Mail Address

Initials: BP

SLOT MACHINE AREA INFORMATION	
Short Description of Physical Location of Slot Machine Area(s):	
The slot machine area is located on the main level of the facility	
What is the number of slot machines you intend to operate during the license period?	787
Name and license number of Slot Machine Operations Manager or Slot Machine Management Company:	
Shawn Veerasammy, License #8316403	
Name and address of the Custodian of Records:	
Yadelin Crespo, 780 W. 33rd Street, Hialeah, FL 33012	
List the dates and hours of slot machine operations:	
24 Hours a day, 365 days a year	

Additional requirements:

1) Submission of a list of all ownership interests of five percent or greater. If a corporation, the name of the state in which incorporated and the names and addresses of the officers, directors, and shareholders holding five percent or more equity or, if a business entity other than a corporation, the names and addresses of the principles, partners, shareholders or any other person holding five percent or more equity as described in Rule 61D-14.002(b)(c)(d) and (e), Florida Administrative Code (F.A.C.), on Form DBPR PMW-3190, Officers and Directors.
2) Submission of a complete set of fingerprints and a completed DBPR PMW-3460 Authorization for Release of Information Form for each individual listed in the application as an owner, partner, officer, or director of the applicant.
3) Submission of a DBPR PMW-3460, Authorization for Release of Information, for the slot machine applicant as required by Rule 61D-14.002, F.A.C.
4) Submission of a copy of the applicant's security plan, slot machine area floor plan, location of security cameras, and listing of all security equipment.
5) Submission of a copy of the binding written agreements between the facility and respective associations as required by Section 551.104(10), Florida Statutes.
6) Disclosure of each of the applicant's ownership interest in any other pari-mutuel permit in Florida.
7) Evidence of a current surety bond in the amount of $2,000,000, payable to the Governor of the State of Florida, as specified in s. 551.103(1)(f), Florida Statutes.
8) Payment of the non-refundable $3,000,000 application fee for a Slot Machine License as required by Section 551.106(1), Florida Statutes. Payment must be submitted via electronic funds transfer.
9) Payment of the non-refundable $250,000 regulatory fee for the Compulsive or Addictive Gambling Prevention Program as required by Section 551.118, Florida Statutes, made payable to the Division.
10) Submission of the slot machine applicant's employee training plan for the Compulsive or Addictive Gambling Prevention Program.
11) Submission of a list of slot machine business occupational licensees (i.e. vendors, manufacturers, distributors, service companies, etc.) with whom you intend to do business.
12) A copy of the facility's written policy for creating opportunities to purchase from minority vendors in Florida, creating employment opportunities for minority residents in Florida, opportunities for construction services provided by minority contractors, and ensuring opportunities for employment are offered on an equal, nondiscriminatory basis.
13) Disclosure of any administrative, civil or criminal proceedings, and/or any judgments initiated by any governmental agency or any other state or federal agency that would affect the license status of the applicant or any affiliate of the applicant pursuant to Sections 550.054 and 550.1815, Florida Statutes.
14) Disclosure of the applicant's internal control procedures required by Rule 61D-14.058, F.A.C.

AFFIDAVIT

Pursuant to s. 559.79, Florida Statutes (F.S.), each application for a license or renewal of a license issued by the Department of Business and Professional Regulation shall be signed under oath or affirmation by the applicant, owner, or chief executive of the applicant without the need for witnesses unless otherwise required by law.

Pursuant to s. 559.791, F.S., any license issued by the Department of Business and Professional Regulation which is issued or renewed in response to an application upon which the person signing under oath or affirmation has falsely sworn to a material statement, including, but not limited to, the names and addresses of the owners or managers of the licensee or applicant, shall be subject to denial of the application or suspension or revocation of the license, and the person falsely swearing shall be subject to any other penalties provided by law.

I certify that I am empowered to execute this application as required by s. 559.79, F.S. I agree to abide by and obey all laws and rules of the Division of Pari-Mutuel Wagering and the laws of the State of Florida. I understand that my signature on this application has the same legal effect as if made under oath. To the best of my knowledge, all information contained on this application is true and correct. **I understand the falsification of any information on this application may result in administrative action, including a fine, denial, suspension, and/or revocation of the license.**

Signature of Applicant, Owner, or Chief Executive:	Date:
Brent Pinkston	01/19/2023
Print Name: Brent Pinkston	Title: COO, Sole Manager

Exhibit 1 – Transferee's Interest in Florida Pari-mutuel Permits

Permit Number	Facility	Transferee's Interest
150	Pensacola Greyhound Track	The permit is held by Pensacola Greyhound Racing, LLP ("PGR"). PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe, owns 79% of PGR.
542	Creek Entertainment Gretna	The permit is held by Gretna Racing, LLC d/b/a Creek Entertainment Gretna ("CEG"). CEG is wholly owned by PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe.

Exhibit 2 – Percentage of Ownership or Equity Interest to be Transferred

One hundred percent of pari-mutuel permit number 155, the related gaming licenses, and other related gaming assets, including the facility known as "Magic City Casino" located at 450 NW 37th Avenue, Miami, Florida 33123, will be transferred from West Flagler Associates, Ltd. to Gretna Racing, LLC. Please note that while the jai alai fronton located at Magic City Casino will be transferred to Gretna Racing, LLC, West Flagler Associates, Ltd.'s jai alai permits and licenses will not be transferred to Gretna Racing, LLC.

EXHIBIT 3 - Asset Purchase Agreement

THE REDACTED INFORMATION IS CONFIDENTIAL AND EXEMPT FROM DISCLOSUE PURSUANT TO SECTIONS 688.001 - 688.009, 815.04, & 815.045, FLORIDA STATUTES

ASSET PURCHASE AGREEMENT

between

WEST FLAGLER ASSOCIATES, LTD.

and

PCI GAMING AUTHORITY

dated as of

September 20, 2022

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Disclosure Schedules

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of September 20, 2022 (the "Effective Date"), is entered into between WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Seller") and PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Buyer", and together with Seller, the "Parties", and each, a "Party").

RECITALS

WHEREAS, Seller owns and operates a licensed pari-mutuel facility, casino, cardroom, lounge, sports club, amphitheater, concert venue, food service facilities and bars and other related facilities and services on the Premises (the "Business");

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, certain assets and certain specified liabilities, of the Business, in each case as further described in this Agreement and subject to the terms and conditions set forth herein; and

WHEREAS, as a material inducement for Seller to consummate the Transaction and in partial consideration therefor, at and conditioned upon the Closing, Buyer is entering into a Consulting Agreement with Hecht Investments LTD, a Florida limited partnership and Affiliate of Seller ("Hecht Investments") pursuant to which Hecht Investments will provide casino-related consulting services to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.01 Definitions. The following terms have the meanings specified or referred to in this ARTICLE I:

"Adjustment Methodology" means the methodologies, practices, policies, procedures, assumptions, classifications, reserves, judgments, methods and principles set out in the Working Capital Illustration.

"Accounts Receivable" has the meaning set forth in Section 2.01(d).

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"Adjacent Property" has the meaning set forth in Section 6.22(h).

"Adjacent Property Rights" has the meaning set forth in Section 6.22(h).

"Adjustment Period" has the meaning set forth in Section 2.07(b).

"Adjustment Report" has the meaning set forth in Section 2.07(b).

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreed Cure Items" has the meaning set forth in Section 6.22(a).

"Agreement" has the meaning set forth in the preamble.

"Akerman" has the meaning set forth in Section 10.12.

"Allocation" has the meaning set forth in Section 2.08.

"Ancillary Documents" means the Bill of Sale, the Vehicle Bill of Sale, the Intellectual Property Assignment, the Co-Existence Agreement, the Jai Alai Facility Lease, the Consulting Agreement, the Deed, Title Affidavit, the Transition Services Agreement, the Escrow Agreement, the Recordable Assignment of Development Agreement and the other agreements, instruments and documents required to be delivered at the Closing, including those required to be delivered by Seller, or an Affiliate of Seller, to the Title Company.

"Annual Financial Results" has the meaning set forth in Section 4.04(a).

"Antitrust Authorities" means the Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States and any other Governmental Authority having jurisdiction with respect to the transactions contemplated hereby pursuant to applicable Antitrust Laws.

"Antitrust Laws" means the Sherman Act, as amended; the Clayton Act, as amended; the HSR Act, as amended; the Federal Trade Commission Act, as amended; and all other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade, and the rules and regulations promulgated thereunder.

"Approved Court" has the meaning set forth in Section 10.11(f).

"Arbitrator" has the meaning set forth in Section 2.07(c).

"Assigned Contracts" has the meaning set forth in Section 2.01(c).

"Assumed Liabilities" has the meaning set forth in Section 2.03.

"Basket Amount" has the meaning set forth in Section 8.04(a).

"Bill of Sale" has the meaning set forth in Section 3.02(a)(i).

"Books and Records" has the meaning set forth in Section 2.01(t).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in Miami, Florida or New York City, New York are authorized or required by Law to be closed for business.

"Business IT Systems" means all Software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology (IT) networks and systems (including telecommunications networks and systems for voice, data, and video) owned, leased, licensed, or used or held for use (including through cloud-based or other third-party service providers) in the conduct of the Business.

"Buyer" has the meaning set forth in the preamble.

"Buyer 401(k) Plan" has the meaning set forth in Section 6.04(f)(ii).

"Buyer Adjustment Amount" has the meaning set forth in Section 2.07(d)(ii).

"Buyer Benefit Plan" has the meaning set forth in Section 6.04(e)(v).

"Buyer Closing Certificate" has the meaning set forth in Section 7.03(d).

"Buyer Fundamental Representations" has the meaning set forth in Section 7.03(a).

"Buyer Indemnitees" has the meaning set forth in Section 8.02.

"Buyer's Survey" means that certain ALTA/NSPS Land Title Survey, dated August 24, 2022, of 450 NW 37th Avenue, Miami Florida, 33125 prepared by American Surveying & Mapping, Inc. and obtained by Buyer.

"Cap Amount" has the meaning set forth in Section 8.04(a).

"Capital Commitment Letter" has the meaning set forth in Section 5.05(a).

"Cash Consideration" means [redacted]

"Casualty" has the meaning set forth in Section 6.23(a).

"Census" has the meaning set forth in Section 4.20(a).

"CERCLA" means 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.

"Claim Notice" has the meaning set forth in Section 8.08(a).

"Closing" has the meaning set forth in Section 3.01.

"Closing Date" has the meaning set forth in Section 3.01.

"Closing Tax Year" shall mean the Tax year in which the Closing Date occurs.

"Co-Existence Agreement" means that certain Co-Existence Agreement, dated as of the Closing Date, by and between Seller and Buyer, substantially in the form attached hereto as Exhibit K.

"COBRA Continuation Coverage" has the meaning set forth in Section 6.04(h).

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

"Collateral Source" has the meaning set forth in Section 8.07(b).

"Confidential Information Presentation" means the confidential information presentation regarding the Business made available to Buyer in May 2022 together with any amendments and supplements thereto.

"Collective Bargaining Agreement" means that certain Collective Bargaining Agreement, by and between the Union and The Magic City Casino and Flagler Dog Track, effective from September 12, 2019 to September 11, 2022.

"Condemnation" has the meaning set forth in Section 6.23(a).

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated May 18, 2022 by and between Seller and Buyer.

"Consulting Agreement" means that certain Consulting Agreement, dated as of the Closing Date, by and between Buyer and Hecht Investments, substantially in the form attached hereto as Exhibit L.

"Contracts" means all contracts, leases, deeds, mortgages, licenses, sale or purchase orders, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, and legally binding arrangements, whether written or oral.

"Conveyance Document" means each of the Vehicle Bill of Sale, Bill of Sale, Intellectual Property Assignment and Recordable Assignment of Development Agreement.

"Current Capex Project Period" has the meaning set forth in Section 6.27.

"Current Capex Projects" means the capital expenditure projects currently being undertaken by Seller on the Premises with respect to (i) the conversion of the infield to the Sports Challenge America indoor-outdoor facility, (ii) the repaving and landscaping of the parking facilities and lots, and (iii) the buildout of the second elevator.

"Current Assets" means solely the accounts of Seller listed under the heading "Current Assets" on Exhibit D.

"Current Liabilities" means solely the accounts of Seller listed under the heading "Current Liabilities" on Exhibit D (and, for the avoidance of doubt, excluding Accrued Federal Income Tax).

"DABT" has the meaning set forth in Section 6.07(a).

"Data Partner" means any third Person that engages in the collection, use, processing, storage, transfer, or protection of Personal Information on behalf of Seller (or to which Seller otherwise has provided access to Personal Information) in connection with the Business.

"Data Room" means the electronic data room hosted by Datasite and titled "Project Everglades" containing documents relating to the Business and Seller and made available to Buyer and its Representatives.

"Debt Financing" has the meaning set forth in Section 6.10(a).

"Debt Financing Sources" means the Persons (if any) that commit to provide or arrange the Debt Financing in connection with the Transactions, together with their Affiliates, officers, directors, employees, agents and representatives involved in the Debt Financing and their successors and assigns.

"Deed" has the meaning set forth in Section 3.02(a)(ii).

"Deferred Cash Consideration" has the meaning set forth in Section 2.05(c).

"Development Agreement" means that certain Development Agreement Between City of Miami, Florida and West Flagler Associates, Ltd. Regarding Slot Machines at Flagler Dog Track Property recorded June 24, 2008 in Official Records Book 26447, Page 4735 of the Public Records of Miami-Dade County, Florida.

"Disclosure Schedules" means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

"Disputed Items" has the meaning set forth in Section 2.07(c).

"Dollars or $" means the lawful currency of the United States.

"DOR" has the meaning set forth in Section 6.07(b).

"Effective Date" has the meaning set forth in the preamble.

"Effective Time" has the meaning set forth in Section 3.01.

"Email Auto-Reply Period" has the meaning set forth in Section 6.26(b).

"Email Retention Period" has the meaning set forth in Section 6.26(a).

"Employees" means, other than the Excluded Employees, those employees employed by Seller or its Affiliates (i) who perform work exclusively for the Business or (ii) set forth in Section 1.01(a) of the Disclosure Schedules.

"Encumbrance" means any charge, claim, community property interest, hypothecation, pledge, condition, equitable interest, lien (including, environmental, tax, statutory or other), option, security interest, mortgage, deed of trust, lease, sublease, occupancy agreement, judgement, charge of any nature, easement, encroachment, right of way, right of first refusal, right of first offer, or other legal or contractual restrictions or limitations, including any restriction or covenant with respect to, or condition governing, the use, voting, transfer, alienation, receipt of income or exercise of any attribute of ownership, voting trust or arrangements restricting title. For the avoidance of doubt, "Encumbrance" or "lien" shall not be deemed to include any license of Intellectual Property.

"Enforcement Court" has the meaning set forth in Section 10.11(c).

"Environmental Claim" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Law" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (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 Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): CERCLA; 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.

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with, or liability under, any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permit" means any Permit and License, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ERISA Affiliate" means all employers (whether or not incorporated) that would be treated together with the Seller or any of its Affiliates as a "single employer" within the meaning of Section 414 of the Code or Section 4001 of ERISA.

"Escrow Agent" means Computershare Trust Company, National Association, a national association organized under the laws of the United States.

"Escrow Agreement" means that certain the Escrow Agreement, dated as of the Closing Date, by and among Buyer, Seller, and Escrow Agent, in substantially the form attached hereto as Exhibit H.

"Escrow Amount" means cash in the amount of [redacted].

"Escrow Fund" means the Escrow Amount deposited into escrow pursuant to the Escrow Agreement.

"Estimated Net House Cash" has the meaning set forth in Section 2.07(a).

"Estimated Purchase Price" means an amount equal to [redacted]

"Estimated Seller Indebtedness" has the meaning set forth in Section 2.07(a).

"Estimated Seller Transaction Expenses" has the meaning set forth in Section 2.07(a).

"Estimated Statement" has the meaning set forth in Section 2.07(a).

"Estimated Working Capital" has the meaning set forth in Section 2.07(a).

"Excluded Assets" has the meaning set forth in Section 2.02.

"Excluded Contracts" has the meaning set forth in Section 2.02(e).

"Excluded Employees" means the employees employed by Seller or any of its Affiliates set forth in Section 1.01(b) of the Disclosure Schedules.

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"FF&E" means all fixtures, furniture, furnishings, fittings, equipment, office equipment, machinery, computers and related equipment, apparatus, appliances, trucks, automobiles, vans, telephones, and all other articles of personal property leased or owned by Seller and used in connection with the operation of the Business and/or the Premises, including, without limitation, slot machines, gaming tables and gaming paraphernalia. The term FF&E does not include (i) the Inventory, (ii) the Small Operating Equipment, or (iii) any of the artworks, assets, computers, and properties set forth on Section 2.02(k) of the Disclosure Schedules.

"Final Determination Date" has the meaning set forth in Section 2.07(b).

"Final Net House Cash" has the meaning set forth in Section 2.07(c).

"Final Seller Indebtedness" has the meaning set forth in Section 2.07(c).

"Final Seller Transaction Expenses" has the meaning set forth in Section 2.07(c).

"Final Working Capital" has the meaning set forth in Section 2.07(c).

"Financial Results" has the meaning set forth in Section 4.04(a).

"Financing" has the meaning set forth in Section 5.05(a).

"FIRPTA Certificate" has the meaning set forth in Section 7.02(j).

"Former Employees" means, other than the Excluded Employees, those former employees of Seller or its Affiliates who performed work exclusively for the Business.

"Fraud" means an actual and intentional fraud under the Laws of the State of Delaware with respect to the making of representations and warranties contained in this Agreement; provided, that (a) such false or inaccurate representation or warranty was made with actual knowledge of its falsity or inaccuracy and with the intent to induce another Party to rely thereon and take (or not take) action to such other Party's detriment, (b) such reliance and subsequent action or inaction by such Party was justifiable, and resulted in damages being suffered by such Party. For the avoidance of doubt, "Fraud" does not include any claim for equitable fraud, constructive fraud, promissory fraud, or any tort or form of fraud premised on negligence.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Gaming Permits and Licenses" has the meaning set forth Section 2.01(h).

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hayday" has the meaning set forth in Section 6.22(h).

"Hayday Property" has the meaning set forth in Section 6.22(h).

"Hazardous Materials" 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, radioactive, dangerous, a pollutant, a contaminant, oil or petroleum or words of similar import or regulatory effect under Environmental Laws; and (b) any per- and polyfluoroalkyl substances, petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"Hecht Investments" has the meaning set forth in the recitals.

"House Cash" means all cash and cash equivalents of Seller located in (a) cages, vaults, drop boxes, slot machines, bill validators, pari-mutuel totalisator machines and other gaming and racing devices at the Premises, and (b) retail, restaurants, bars, and other non-gaming areas of the Premises.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Inactive Employee" means , except as set forth in Section 6.04(a)(ii), any Non-Union Employee who, as of the Closing Date, is on (a) short-term disability or medical leave, (b) long-term disability, (c) leave under the Family Medical Leave Act of 1993 or a similar state or local law, (d) military leave, or (e) any other leave of absence, including temporary leave for purposes of jury or military duty, maternity or paternity leave or approved personal leave.

"Improvements" has the meaning set forth in Section 4.11(a).

"Indemnified Party" has the meaning set forth in Section 8.08(a).

"Indemnifying Party" has the meaning set forth in Section 8.08(a).

"Indemnity Notice" has the meaning set forth in Section 8.08(h).

"Insurance Policies" has the meaning set forth in Section 4.15.

"Intellectual Property" means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("Patents"); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or

origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("Trademarks"); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing ("Copyrights"); (d) internet domain names and social media account or user names (including "handles"), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, models, methods, processes, techniques, and other confidential or proprietary information and all rights therein ("Trade Secrets"); (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof ("Software"); and (i) rights of publicity and privacy and rights to Personal Information; and (j) moral rights and rights of attribution and integrity; and (k) all other intellectual or industrial property and proprietary rights.

"Intellectual Property Agreements" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts, whether written or oral, relating to any Intellectual Property (or Business IT System) that is used or held for use in the conduct of the Business, as currently conducted to which Seller is a party, beneficiary or otherwise bound, together with all (a) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property Agreements; and (b) claims and causes of action with respect to such Intellectual Property Agreements, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future violation thereof, but excluding any Contracts set forth on Section 2.02(e) of the Disclosure Schedules.

"Intellectual Property Assets" means the Intellectual Property that is owned or purported to be owned by Seller and used or held for use in the conduct of the Business as currently conducted, together with all (a) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property; and (b) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the Effective Date/accruing on or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof, including any Intellectual Property set forth on Section 2.01(g) of the Disclosure Schedules, but excluding any such Intellectual Property set forth on Section 2.02(d) of the Disclosure Schedules.

"Intellectual Property Assignment" has the meaning set forth in Section 3.02(a)(iv).

"Inventory" means all unused food and beverages, all unused engineering, maintenance and housekeeping supplies, including soap, cleaning materials, and other materials, all unused stationery, brochures, advertising materials and other printed items, and all other unused supplies

of all kinds, whether in opened or unopened packages, which are held and available for use in connection with the maintenance and operation of the Business and/or the Premises and which have a useful life which extends beyond the Closing Date.

"IRS Reporting Requirements" has the meaning set forth in Section 10.19.

"Jai Alai Facility Lease" means that certain Lease, dated as of the Closing Date, by and between Buyer and Seller, for the lease of the jai alai facilities at Magic City Casino located at 450 N.W. 38th Avenue, Miami, Florida, in substantially the form attached hereto as Exhibit A.

"Judicial Action" has the meaning set forth in Section 10.11(c).

"Knowledge" means, (a) with respect to Seller, the actual knowledge of Scott Savin, Alexander Havenick, and Harold Orozco, and (b) with respect to Buyer, the actual knowledge of Arthur Mothershed, James Dorris and Joe Quinn, in each case under clause (a) and (b) of this definition, (x) after making reasonable inquiry of other responsible officers and senior managers of such Person, as reasonably necessary to inform themselves as to the relevant matters.

"Latest Financial Results" has the meaning set forth in Section 4.04(a).

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Legal Proceedings" has the meaning set forth in Section 10.11(a).

"Liabilities" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured liquidated or unliquidated, asserted or unasserted, disputed or undisputed, joint or several, secured or unsecured, determined, determinable or otherwise, whenever or however arising.

"Limited Sovereign Immunity Waiver" has the meaning set forth in Section 10.11(b).

"Liquor License Transfer Form" has the meaning set forth in Section 6.07(b).

"Liquor Licenses" has the meaning set forth in Section 2.01(i).

"Losses" means actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees.

"Material Adverse Effect" means any event, occurrence, fact, condition, development or change that is or would reasonably be expected to be materially adverse to (a) the business, results of operations, condition (financial or otherwise), properties or assets of the Business, taken as a whole, or (b) the ability of Seller or Buyer to consummate the transactions contemplated by this Agreement; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial, banking, or securities markets in general,

including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required by this Agreement or any action taken (or omitted to be taken) at the written request of the other Party; (vi) changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement; (viii) any natural disaster or acts of God; (ix) any pandemic, epidemic or similar health crisis or (x) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other exceptions of this definition) shall not be excluded), except, with respect to the preceding clauses (i), (ii), (iii), (iv), (vi), (viii) and (ix), to the extent that such matters disproportionately have a greater adverse impact on the Business, taken as a whole, as compared to the adverse impact such changes or events have on other Persons operating in the same industries as the Business operates.

"Material Contract" has the meaning set forth in Section 4.07(a).

"Materiality Qualifier" means any qualification in a representation or warranty referencing the term "material," "materiality," "Material Adverse Effect," "material adverse effect," "in all material respects," or words of similar import.

"Multiemployer Plan" has the meaning set forth in Section 4.19(c).

"Net House Cash" means an amount, which may be negative, equal to (i) House Cash, minus (ii) the Seller Funded Gaming Liabilities.

"Non-Union Employee" has the meaning set forth in Section 6.04(b)(i).

"Objection Notice" has the meaning set forth in Section 2.07(c).

"Objection Period" has the meaning set forth in Section 2.07(c).

"Ordinary Course of Business" means, with respect to a Person, the ordinary course of business consistent with past practice.

"Outside Date" means December 31, 2022.

"Owned Real Property" has the meaning set forth in Section 4.11(a).

"PCI DSS" means the Payment Card Industry Data Security Standard and any PCI DSS or card brand rules or regulations.

"Permits and Licenses" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"Permitted Encumbrances" means (a) Encumbrances for Taxes (i) not yet due and payable or (ii) being contested in good faith by appropriate procedures and for which adequate reserves are

being maintained; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business for amounts which are not delinquent or which are being contested by appropriate proceedings (provided appropriate reserves required pursuant to GAAP have been made in respect thereof); (c) with respect to the Premises, minor survey exceptions, reciprocal easement agreements and other customary encumbrances on title to the Premises that do not, individually or in the aggregate, materially detract from the value of the Premises or materially interfere with the present or reasonably contemplated use thereof or require the payment of any monetary amounts; and (d) those Encumbrances set forth on Section 4.11(a) of the Disclosure Schedules other than Required Removal Exceptions.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"Personal Information" means (i) any data and information that, whether alone or in combination with any other data or information, identifies a natural person or that, in combination with other reasonably available data, can be used to identify a natural person, (ii) the definition for any similar term (e.g., "personally identifiable information", "personal data" or "PII") under applicable Laws that govern, regular or protect such data or information, and (iii) "cardholder data" and "sensitive authentication data" as defined by the PCI DSS.

"Post-Closing Tax Period" means any taxable period beginning on or after the Closing Date and, with respect to any taxable period beginning before and ending on or after the Closing Date, the portion of such taxable period beginning on the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending before the Closing Date and, with respect to any taxable period beginning before and ending on or after the Closing Date, the portion of such taxable period ending on the day before the Closing Date.

"Premises" has the meaning set forth in Section 4.11(a).

"Property" means, collectively, the Premises and the Tangible Personal Property.

"Privacy Law" has the meaning set forth in Section 4.13(c).

"Purchased Assets" has the meaning set forth in Section 2.01.

"Qualified Benefit Plan" has the meaning set forth in Section 4.19(c).

"Real Property Lease Agreement" means a real property lease, real property sublease or real property license of the Premises of the nature of granting (i) one or more Persons possession, use and/or occupancy of the Premises or a portion thereof or (ii) Seller, as tenant, subtenant or licensee, possession, use or occupancy of real property other than the Premises.

"Recordable Assignment of Development Agreement" means that certain Assignment of Development Agreement, dated as of the Closing Date, by and between Buyer and Seller, to be recorded in public records of Miami-Dade County, Florida, in substantially the form attached hereto as Exhibit I.

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Required Financing Amount" has the meaning set forth in Section 5.05(c).

"Required Removal Exceptions" shall mean, collectively, any of the following, except to the extent caused by, through, or under Buyer:

(a) any Encumbrance evidencing a monetary Encumbrance (other than an Encumbrance for general real estate taxes or assessments not yet due and payable) (collectively, "Monetary Liens") on the Property (or any part thereof);

(b) any mortgage, security agreement or financing statement secured in whole or part by the Property (or any part thereof);

(c) any mechanic's lien or materialman's lien that is created as a result of material furnished to or labor performed upon the Premises; and

(d) items 3(a)-(f) and items 3(g)(i)-(vii), except 3(g)(ii), in each case as set forth on Section 4.11(a) of the Disclosure Schedules; and

(e) any Encumbrance (including, but not limited to, any Monetary Lien) on the Property (or any part thereof) created by Seller or its agents or Affiliates on or after the date of this Agreement.

"Retirement Plan" has the meaning set forth in Section 6.04(f)(i).

"RWI Insurer" means AIG Specialty Insurance Company.

"RWI Policy" means that certain Buyer Side Representations and Warranties Insurance Policy to be issued to the Buyer by the RWI Insurer, substantially in the form attached hereto as Exhibit B.

"Seller" has the meaning set forth in the preamble.

"Seller 401(k) Plan" has the meaning set forth in Section 6.04(f)(ii).

"Seller Adjustment Amount" has the meaning set forth in Section 2.07(d)(i).

"Seller-Allocated Amounts" shall mean, collectively:

(a) with respect to any Condemnation proceeding involving all or any portion of the Property, (i) the actual and verifiable third-party out-of-pocket costs, expenses and fees,

including reasonable attorneys' fees, expenses and disbursements, incurred by Seller in connection with obtaining payment of any award or proceeds in connection with any such Condemnation proceeding, and (ii) in connection with any temporary Condemnation, any portion of any such award or proceeds that is allocable to loss of use of all or any portion of the Property prior to Closing; and

(b) with respect to any Casualty to all or any portion of the Property (i) the actual and verifiable third-party out-of-pocket costs, expenses and fees, including reasonable attorneys' fees, expenses and disbursements, incurred by Seller in connection with the negotiation and/or settlement of any Casualty claim with an insurer with respect to the Property, (ii) the proceeds of any rental loss, business interruption or similar insurance that are allocable to the period prior to the Closing Date, and (iii) the reasonable and actual third-party costs incurred by Seller in stabilizing and securing the Premises following a Casualty.

"Seller Benefit Plan" has the meaning set forth in Section 4.19(a).

"Seller Closing Certificate" has the meaning set forth in Section 7.02(h).

"Seller Executive" means each of (a) Scott Savin, (b) Alexander Havenick, (c) Michael Havenick, (d) Barbara Havenick, (e) Isadore Havenick, (e) Harold Orozco, or (f) Julie Noonan.

"Seller Executive Email Address" means a Seller Executive's email address under the magiccitycasino.com domain name used by such Seller Executive.

"Seller Executive Emails" has the meaning set forth in Section 6.26(a).

"Seller Fundamental Representations" has the meaning set forth in Section 7.02(a).

"Seller Funded Gaming Liabilities" means the lines items relating to Slot Progressive Liability, the Outstanding Chip Liability, the Accrued Cardroom Jackpot, the Player Rewards Liability, and the Ezpay Ticket Liability set forth on Section 1.01(c) of the Disclosure Schedules.

"Seller Indebtedness" means, without duplication, any of the following relating to the Business, the Purchased Assets and/or the Premises: (a) any indebtedness, whether or not contingent, for borrowed money; (b) any obligations to pay the deferred purchase price of property or services; (c) any obligations as lessee under leases that have been, or should be, recorded as capitalized leases under GAAP; (d) any indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property; (e) any obligations evidenced by notes, bonds, debentures or other similar instruments; (f) all obligations under leases that have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (g) all reimbursement, payment or similar obligations, contingent or otherwise, under acceptance, letter of credit or similar facilities (h) any obligation, liability or indebtedness secured (or for which any holder of such obligation, liability or indebtedness has an existing right, contingent or otherwise, to be secured by) by an Encumbrance on, or evidenced by a Uniform Commercial Code filing against, or with respect to which any holder of such obligation, liability or indebtedness has recourse to, the Business, the Purchased Assets and/or the Premises; (i) swaps, hedges and/or derivatives, (j) any guaranty or indemnity of any of the foregoing; (k) any accrued interest, fees and charges in respect of any of the foregoing; and (l) any prepayment premiums,

termination payments and penalties, and any other fees, expenses, and other amounts payable as a result of the prepayment or discharge of any of the foregoing.

"Seller Indemnitees" has the meaning set forth in Section 8.03.

"Seller Parties" has the meaning set forth in Section 10.11(b).

"Seller RWI Policy Expenses" has the meaning set forth in Section 10.01.

"Seller Transaction Expenses" means, without duplication, the aggregate amount of (a) fees, costs, expenses, and commissions incurred by Seller prior to or at the Closing payable to brokers, finders, investment bankers, financial advisors, attorneys, accountants, or other agents, advisors, consultants, experts, or service providers in connection with the Transaction, (b) transaction bonuses (but excluding, for the avoidance of doubt, regular performance bonuses or commissions constituting current liabilities included in the calculation of Working Capital), change-of-control and success payments, and other transaction-related compensatory payments payable by Seller to any director, manager, officer, employee, or independent contractor of the Business, or any other Person, in each case, in connection with the Transaction (other than as a result of any termination of any such Person's employment or other event occurring following the Closing), (c) the employer portion of any applicable Federal Insurance Contributions Act, state, local or foreign payroll Taxes imposed on Seller in respect of any payments made under the foregoing clause (b), and (d) Seller RWI Policy Expenses, in each case within the foregoing clauses (a) through (d), (i) whether payable or occurring prior to, on, or after the Closing Date, and (ii) excluding fees, costs, expenses, commissions, bonuses, or other payments or liabilities included in the calculation of Working Capital or Seller Indebtedness.

"Shared Contract" means an Assigned Contract that relates to both the Business as well as one or more other businesses of one or more of Seller and its Affiliates, including Seller's Jai Alai operations.

"Small Operating Equipment" means all china, glassware, stemware, bath mats, bath rugs, shower curtains, tools, linens, towels, uniforms, bedding, silverware and other serving utensils, telephones, televisions, cable equipment, computers and any other equipment, goods, utensils, supplies or reserve stock owned by Seller or an Affiliate of Seller, located in or on the Premises and used or held in reserve or storage for future use in connection with the maintenance and operation of the Business and/or the Premises, and gaming chips, tokens and tickets. The term "Small Operating Equipment" does not include the Inventory and the FF&E.

"Survey Objections" has the meaning set forth in Section 6.22(c).

"Tangible Personal Property" has the meaning set forth in Section 2.01(e).

"Target Working Capital" means $0.

"Tax Return" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or other charges in the nature of a tax, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Temporary Liquor Licenses" has the meaning set forth in Section 6.07(b).

"Third Party Claim" has the meaning set forth in Section 8.08(a).

"timely Objection Notice" has the meaning set forth in Section 2.07(c).

"Title Affidavit" has the meaning set forth in Section 3.02(a)(ii).

"Title Commitment" means the commitments for owner's and loan title insurance policies prepared by the Title Company.

"Title Company" means Chicago Title Insurance Company.

"Title Objections" has the meaning set forth in Section 6.22(c).

"Title Policy" means an ALTA owner's title insurance policy issued to Buyer pursuant to the Title Commitment for the Premises, in the amount of the Cash Consideration, insuring Buyer as owner of the Premises, with title to the Premises subject only to the Permitted Encumbrances.

"Transaction" means the transactions contemplated by this Agreement and the Ancillary Documents.

"Transfer Taxes" has the meaning set forth in Section 6.19(a).

"Transferred Employees" has the meaning set forth in Section 6.04(b)(i).

"Transferred Non-Union Employee" has the meaning set forth in Section 6.04(b)(i).

"Transition Services Agreement" means that certain Transition Services Agreement, dated as of the Closing Date, by and between Seller and Buyer, for the provision of post-Closing (a) transition health and welfare benefit coverage under Seller Benefit Plans for Transferred Employees, and (b) satisfactory office space for Seller, in each case until December 31, 2022, in substantially the form attached hereto as Exhibit J.

"Tribal Court" has the meaning set forth in Section 10.11(c).

"Tribe" means the Poarch Band of Creek Indians.

"Union" means the UNITE HERE, Local 355 Union.

"Union Employees" has the meaning set forth in Section 6.04(a)(i).

"Updated Census" has the meaning set forth Section 6.04(l).

"Vehicle Bill of Sale" means that certain Bill of Sale, dated as of the Closing Date, by and between Buyer and Southwest Florida Enterprises, Inc., a Florida Corporation, for a 2017 Toyota Camry (VIN# [redacted]), in substantially the form attached hereto as Exhibit C.

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act of 1988, and any similar state, local and foreign laws related to plant closings, relocations, mass layoffs, reductions in force, and employment losses.

"Willful Breach" means a breach of a representation, warranty or covenant in this Agreement or an Ancillary Document that is a consequence of an intentional act undertaken by the breaching Party that such Party knew would be expected to cause a breach of this Agreement or such Ancillary Document.

"Working Capital" means as of the Effective Time: (a) the Current Assets minus (b) the Current Liabilities, calculated in accordance with the Adjustment Methodology.

"Working Capital Illustration" means the illustrative example of the calculation of the Target Working Capital set forth in Exhibit D, provided, that, the figures set forth in Exhibit D, are for illustration purposes only and will not be binding on the Parties.

ARTICLE II
PURCHASE AND SALE

2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall and shall cause its Affiliates to, sell, assign, transfer, convey and deliver to Buyer, and Buyer (or an Affiliate designated by Buyer) shall purchase from Seller and its Affiliates, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's and/or its Affiliates' right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located, which are used or held for use in the Business (other than the Excluded Assets), including the following assets, properties and rights of Seller and its Affiliates (other than the Excluded Assets) (collectively, the "Purchased Assets"):

(a) the House Cash, subject to any adjustment pursuant to this Agreement;

(b) all Inventory;

(c) all Contracts with respect to which Seller, or an Affiliate of Seller, is a party and used in the conduct of the Business, including the Intellectual Property Agreements and those Contracts set forth on Section 2.01(c) of the Disclosure Schedules (the "Assigned Contracts");

(d) the accounts or notes receivable held by Seller included in the calculation of Working Capital, and any security, claim, remedy or other right related to any of the foregoing, in each case related to any of the Purchased Assets or the Business ("Accounts Receivable");

(e) all FF&E and Small Operating Equipment (the "Tangible Personal Property");

(f) the Premises;

(g) the Intellectual Property Assets and the Business IT Systems (or, as applicable, rights to use the same under the applicable Intellectual Property Agreement);

(h) the Permits and Licenses relating to casino and gaming activities at the Premises listed on Section 2.01(h) of the Disclosure Schedules (the "Gaming Permits and Licenses");

(i) the Permits and Licenses relating to the sale and service of alcoholic beverages at the Premises, including those listed on Section 2.01(i) of the Disclosure Schedules (the "Liquor Licenses");

(j) the Permits and Licenses relating to food services at the Premises, including those listed on Section 2.01(j) of the Disclosure Schedules (the "Food Service Licenses");

(k) the other Permits and Licenses relating to the Business listed on Section 2.01(k) of the Disclosure Schedules (the "Other Permits and Licenses");

(l) the vehicles and trailers set forth on Section 2.01(l) of the Disclosure Schedules;

(m) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(n) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees to the extent related to any Purchased Assets or the Business;

(o) all of Seller's rights under warranties, indemnities and all similar rights against third-parties to the extent related to any Purchased Assets or the Business;

(p) all property and casualty insurance proceeds received or receivable solely in connection with (i) the loss or destruction of any asset or property that would have been included in the Purchased Assets but for such loss or destruction and (ii) any damage to any of the Purchased Assets, other than such proceeds used to purchase replacement assets or properties that are included in the Purchased Assets, as well as all claims and proceeds under any insurance that may, now or in the future, be available under any occurrence-based Insurance Policy;

(q) all rights or claims to any refunds from whatever sources, including for any Taxes (to the extent relating to a Post-Closing Tax Period and determined in accordance with Section 2.06 and Section 6.19(b)), fees, assessments or charges and those arising out of premium adjustments under insurance policies, in each case, related to any Purchased Assets or the Business;

(r) custody of any jackpot fund maintained under Rule 61D-11.0279, F.A.C.;

(s) all Condemnation proceeds with respect to the Premises for which Buyer is entitled to receive pursuant to Section 6.22;

(t) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, personnel files of Transferred Employees (including all background check records and reports, licenses, work authorization forms and supporting documentation (including Form I-9s), benefit-related files, seniority histories, leave of absence records for the twelve (12)-month period prior to Closing, Occupational Health Administration reports and records, active medical restriction forms and skill and development records), machinery and equipment maintenance files, customer lists and databases (including player and rewards program databases), customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, other than books and records set forth in Section 2.02(f) ("Books and Records"); and

(u) all goodwill associated with any of the assets described in the foregoing clauses.

2.02 Excluded Assets. Other than the Purchased Assets subject to Section 2.01, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller or of any of its Affiliates, and all such other assets and properties shall be excluded from the Purchased Assets. All rights, assets and properties of Seller that are not described in Section 2.01 as well as all of Seller's right, title and interest in and to the following rights, assets and properties (collectively, the "Excluded Assets"), do not constitute Purchased Assets:

(a) except for the House Cash and cash described in Section 2.01(p), Section 2.01(r), and Section 2.01(s), all other cash and cash equivalents, bank deposits, bank accounts, securities, or similar cash items of Seller or held at the Premises;

(b) except for the Accounts Receivable, all other accounts and notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

(c) except for the Gaming Permits and Licenses, the Liquor Licenses, the Food Service Licenses, and the Other Permits and Licenses, all other Permits and Licenses of Seller;

(d) all Intellectual Property set forth on Section 2.02(d) of the Disclosure Schedule;

(e) all Contracts that are set forth on Section 2.02(e) of the Disclosure Schedules (the "Excluded Contracts");

(f) the corporate seals, organizational documents, minute books, stock books, Tax Returns and other Tax records, books of account or other records having to do with the corporate organization of Seller, all employee-related or employee benefit-related files or records, other than those of Transferred Employees, and any other books and records which Seller is prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain;

(g) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder, except as set forth in Section 2.01(p);

(h) all Seller Benefit Plans and assets attributable thereto;

(i) except as set forth in Section 2.01(q), all Tax assets of Seller or any of its Affiliates (including any Tax refunds and prepayments with respect to the Business and the Purchased Assets);

(j) except as provided in Section 2.01(l), all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;

(k) the artworks, assets, computers, and properties and rights specifically set forth on Section 2.02(k) of the Disclosure Schedules; and

(l) the rights which accrue or will accrue to Seller under this Agreement and the Ancillary Documents.

2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer (or an Affiliate designated by Buyer) shall assume and agree to pay, perform and discharge when due the following Liabilities and obligations of Seller arising out of or relating to the Business or the Purchased Assets prior to, on or after the Closing, other than the Excluded Liabilities (collectively, the "Assumed Liabilities"):

(a) all trade accounts payable of Seller to third-parties in connection with the Business that remain unpaid as of the Closing Date;

(b) all liabilities and obligations arising under the Purchased Assets;

(c) except as specifically provided in Section 2.04(c) or Section 6.04, all Liabilities and obligations of Buyer or its Affiliates to the extent relating to employee benefits, compensation or other employment-related arrangements with respect to any Transferred Employee arising on or after the Closing;

(d) all liabilities and obligations for Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any Post-Closing Tax Period (determined in accordance with Section 2.06 and Section 6.19(b));

(e) all other Liabilities and obligations arising out of or relating to Buyer's ownership or operation of the Business and the Purchased Assets on or after the Closing; and

(f) all Liabilities or obligations of Seller set forth on Section 2.03(f) of the Disclosure Schedules.

2.04 Excluded Liabilities. Buyer and its Affiliates shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever not specifically included in the definition of Assumed Liabilities (the "Excluded Liabilities"), including:

(a) any Liabilities or obligations relating to or arising out of the Excluded Assets;

(b) any Liabilities or obligations for (i) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period (determined in accordance with Section 2.06 and Section 6.19(b)), (ii) any other Taxes imposed on Seller or any of its Affiliates for any taxable period (other than Taxes for which Buyer is liable pursuant to Section 2.03(d)) and (iii) Taxes for which Seller is liable pursuant to Section 6.19(a);

(c) except as specifically provided in Section 6.04, any Liabilities or obligations of Seller or its Affiliates relating to or arising out of or relating to (i) the employment, or termination of employment, of (x) any Transferred Employee prior to the Closing and (y) any other employee of Seller and its Affiliates (including the Excluded Employees, the Former Employees and any Employee who does not become a Transferred Employee) whenever incurred, (ii) claims of any Employee which relate to events occurring prior to the Closing; (iii) without limiting (ii), claims of Employees alleging violations of applicable Law pertaining to wages and hours or employee classification as exempt; (iv) the engagement, or termination of engagement, of any independent contractor or other non-employee service provider of Seller or any of its Affiliates prior to the Closing; or (v) the Seller Benefit Plans;

(d) any Liabilities or obligations of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Ancillary Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(e) any Liabilities or obligations of Seller arising from or related to any Action of any nature arising from or related to the pre-Closing conduct of the Business, including those Actions set forth on Section 2.04(e) of the Disclosure Schedules; and

(f) any Liabilities or obligations of Seller set forth on Section 2.04(f) of the Disclosure Schedules.

2.05 Aggregate Purchase Price; Payments at Closing; Deferred Cash Consideration.

2.06 Prorations.

(a) With respect to the Premises, current real property taxes and personal property taxes (including refunds for pre-Closing periods awarded on appeal with respect to the Premises, whether filed by Buyer or Seller) will be prorated and adjusted between Buyer and Seller as of the Closing Date. Seller shall be responsible for the portion of such real property taxes and personal property taxes equal to (i) the total of such real property taxes for the Closing Tax Year, divided by (ii) 365 and (iii) multiplied by the number of days in the Closing Tax Year prior to the Closing Date. Buyer shall be responsible for the portion of such real property taxes and personal property taxes equal to (i) the total of such real property taxes for such applicable Closing Tax Year, divided by (ii) 365 and (iii) multiplied by the number of days in the Closing Tax Year on or after Closing Date. Seller shall pay or have paid all real property taxes which are due and payable prior to or on the Closing Date and shall furnish evidence of such payment to Buyer. Special assessments which are confirmed or become an Encumbrance prior to Closing and pending assessments for work substantially completed as of Closing shall be credited to Buyer at Closing and Buyer shall receive no credit for other pending special assessments. If current tax bills are unavailable on the Closing Date, the prior year's tax bills will be used for proration purposes and taxes will be re-prorated between Buyer and Seller when the current year's tax bills are finally determined after resolution of appeals. Any amounts owed by either Buyer or Seller with respect to such re-proration will be paid to the other Party within thirty (30) days after such Party has received written notice of the final determination of such re-proration.

(b) To the extent possible, the Parties shall cause all utility meters to be read on the day preceding the Closing Date. Unless the applicable utility terminates billing on Seller's account as of the Closing Date, utilities payable by Seller for the Premises, including, but not limited to, electricity, gas and water and sewer, shall be prorated as of the Closing Date. The adjustment therefor shall be made on the basis of the most recent historical data/billings therefor and shall be subject to final reconciliation based upon actual charges after receipt of a final bill by Seller or Buyer. Buyer will make their own arrangements for the establishment of new accounts in the name of Buyer for all applicable utilities on the Closing Date, shall pay any security deposits required by any utility company in connection therewith, and Seller will cancel and retain any deposits previously furnished.

2.07 Purchase Price Adjustment.

(a) Estimated Statement. At least five (5) Business Days prior to the Closing, Seller shall prepare and deliver to Buyer a written statement (the "Estimated Statement") setting forth in reasonable detail Seller's good faith estimate (based on its then-available financial information, in each case, as of the Effective Time) of (i) Working Capital ("Estimated Working Capital"), (ii) Net House Cash ("Estimated Net House Cash"), (iii) Seller Indebtedness ("Estimated Seller Indebtedness"), and (iv) Seller Transaction Expenses ("Estimated Seller Transaction Expenses"), together with the resulting calculation of the Estimated Purchase Price and a certificate by Seller stating that the Estimated Statement (as attached to such certificate), in its good faith estimate, was prepared in accordance with the provisions of and definitions in this Agreement and complies with the foregoing requirements. The Estimated Statement shall be prepared in accordance with the Adjustment Methodology and be conclusive for determining the Estimated Purchase Price to be paid at the Closing. If, for any reason, the Closing Date is postponed, then the foregoing obligations shall again apply with respect to such postponed Closing Date.

(b) Adjustment Period. Within sixty (60) days after the Closing Date (the "Adjustment Period"), Buyer shall prepare and deliver to Seller a written report (the "Adjustment Report", which, if delivered within the Adjustment Period, shall be referred to herein as a "timely Adjustment Report") setting forth in reasonable detail Buyer's good faith calculation of Working Capital, Net House Cash, Seller Indebtedness, and/or Seller Transaction Expenses, in each case, as of the Effective Time. The Adjustment Report shall be prepared in accordance with the Adjustment Methodology and shall not be amended without the prior written consent of Seller and Buyer after it has been delivered to the Seller. The Adjustment Report is not intended to change any methodologies, practices, policies, procedures, assumptions, classifications, reserves, judgments, methods, and principals from the Adjustment Methodology used to prepare the Estimated Statement. If there is a conflict between GAAP and the Adjustment Methodology used to prepare the Estimated Statement, then the Adjustment Methodology shall prevail, regardless of whether it is in accordance with GAAP. Following the Closing, Buyer shall make and cause to be made available to Seller and its accountants and other Representatives the following items as reasonably requested by Seller solely for purposes of reviewing the Adjustment Report and preparing an Objection Notice: (A) the work papers and backup materials of Buyer and its respective independent accountants used in preparing the Adjustment Report, and (B) the books, records, personnel, and accountants of Buyer to the extent reasonably related to the preparation of the Adjustment Report, in each case, during normal business hours and in a manner that does not

interfere with the normal business operations of Buyer and its respective accountants, until the time that Final Working Capital, Final Net House Cash, Final Seller Indebtedness, and Final Seller Transaction Expenses are finally determined in accordance with Section 2.07(c) (the "Final Determination Date").

(c) Objection Period. Within thirty (30) days following delivery of a timely Adjustment Report (the "Objection Period"), Seller may prepare and deliver to Buyer a written notice (the "Objection Notice", which, if delivered within the Objection Period, shall be referred to herein as a "timely Objection Notice") setting forth in reasonable detail Seller's good faith objection(s), if any, to Buyer's calculations of Working Capital, Net House Cash, Seller Indebtedness, and/or Seller Transaction Expenses, set forth in the Adjustment Report and Seller's proposal with respect to the calculation of each such item. To the extent that Seller does not object in a timely Objection Notice to any item within Working Capital, Net House Cash, Seller Indebtedness, or Seller Transaction Expenses that was raised in a timely Adjustment Report, then Seller shall be deemed to have agreed to Buyer's calculation of such item as set forth in the timely Adjustment Report. The Objection Notice shall not be amended without the prior written consent of Buyer and Seller after it has been delivered to Buyer. For thirty (30) days following delivery of a timely Objection Notice, Seller and Buyer shall attempt, in good faith, to resolve all disputes between them concerning any items set forth in such Objection Notice. If any such items remain in dispute following the expiration of such thirty (30) day period (the "Disputed Items"), and Seller or Buyer so requests by notice in writing to the other, then, within five (5) Business Days following delivery of such request, Seller and Buyer shall engage PricewaterhouseCoopers or, if such firm is unavailable or unwilling, such other regionally-recognized accounting firm as is reasonably agreed to by Seller and Buyer (in any case, the "Arbitrator") to resolve the Disputed Items. Seller and Buyer shall execute any engagement or similar agreement reasonably requested by the Arbitrator. A single partner of the Arbitrator selected by the Arbitrator in accordance with its normal procedures shall act for the Arbitrator in connection with such engagement. The Seller and Buyer shall instruct the Arbitrator to render, within thirty (30) days following its engagement, a written determination and report (based solely on presentations by Seller and Buyer to the Arbitrator, and not by independent review) as to the Disputed Items (excluding, for the avoidance of doubt, any item that is not set forth in a timely Objection Notice) and the resulting calculations of Working Capital, Net House Cash, Seller Indebtedness, or Seller Transaction Expenses. The Arbitrator shall have no authority to resolve any other issues that may arise in connection with this Agreement or to make a determination other than solely based on the provisions of and definitions in this Agreement. In determining each Disputed Item, the Arbitrator may not assign a value to such item greater than the greatest value, or lower than the lowest value, claimed for such item by either Buyer in such Adjustment Report or Seller in such Objection Notice. Seller and Buyer shall cooperate with the Arbitrator in making its determination and such determination shall be conclusive and binding upon the Parties absent fraud or manifest error. The fees and disbursements of the Arbitrator shall be paid by Seller, on the one hand, and by Buyer, on the other hand, on an inversely proportional basis, based upon the relative difference between the amounts in dispute submitted to the Arbitrator and the Arbitrator's determination of such amounts. Solely by way of example, if Buyer claims in the Adjustment Report that Working Capital is $1,000,000, Seller claims in the Objection Notice that Working Capital is $1,500,000, and the Arbitrator determines that Working Capital is $1,100,000, then Buyer shall pay twenty percent (20%) of the Arbitrator's fees and disbursements and Seller shall pay eighty percent (80%) of the Arbitrator's fees and disbursements. Each of Buyer, on the one hand, and Seller, on the other hand, shall pay its own

fees and expenses related to such determination. For the avoidance of doubt, whether or not an Arbitrator is engaged, (i) each item that was raised in a timely Objection Notice but that is not a Disputed Item shall have the value as was agreed to between Seller and Buyer, (ii) each item that was not raised in a timely Objection Notice shall have the value set forth in the timely Adjustment Report, and (iii) each item that was raised in neither a timely Objection Notice nor a timely Adjustment Report shall have the value set forth in the Estimated Statement. "Final Working Capital", "Final Net House Cash", "Final Seller Indebtedness", and "Final Seller Transaction Expenses" shall mean Working Capital, Net House Cash, Seller Indebtedness, Seller Transaction Expenses, respectively, as finally determined in accordance with this Section 2.07(c).

(d) Calculation of Purchase Price Adjustment.

(i) The "Seller Adjustment Amount" means the excess, if any, of the sum of (A) Final Working Capital, Final Net House Cash, Estimated Seller Indebtedness, and Estimated Seller Transaction Expenses, over the sum of (B) Estimated Working Capital, Estimated Net House Cash, Final Seller Indebtedness, and Final Seller Transaction Expenses.

(ii) The "Buyer Adjustment Amount" means the excess, if any, of the sum of (A) Estimated Working Capital, Estimated Net House Cash, Final Seller Indebtedness, and Final Seller Transaction Expenses, over the sum of (B) Final Working Capital, Final Net House Cash, Estimated Seller Indebtedness, and Estimated Seller Transaction Expenses.

(e) Payment of Seller Adjustment Amount. If there is a positive Seller Adjustment Amount, then within five (5) Business Days following the Final Determination Date: (i) Buyer shall pay to Seller an aggregate amount equal to the Seller Adjustment Amount in immediately available funds using wire transfer instructions as designated in writing by Seller, and (ii) Buyer and Seller shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release to Seller an aggregate amount equal to the Escrow Fund.

(f) Payment of Buyer Adjustment Amount. If there is a positive Buyer Adjustment Amount, then within five (5) Business Days following the Final Determination Date: (i) Buyer and Seller shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release from the Escrow Fund (A) an amount equal to the Buyer Adjustment Amount (up to the amount of the Escrow Fund) to Buyer using wire transfer instructions as designated in writing by Buyer, and (B) if the Buyer Adjustment Amount is less than the Escrow Fund, an amount equal to the Escrow Fund minus the Buyer Adjustment Amount to Seller, and (ii) if the Buyer Adjustment Amount exceeds the amount so released to Buyer from the Escrow Fund, then Seller shall pay to Buyer an amount equal to such excess amount in immediately available funds using the wire transfer instructions as designated in writing by Buyer.

(g) Adjustments for Tax Purposes. Any payments made pursuant to Section 2.06 shall be treated as an adjustment to the Estimated Purchase Price by the Parties for Tax purposes, unless otherwise required by Law.

2.08 Allocation of Purchase Price. Seller shall prepare or cause to be prepared an allocation of the Estimated Purchase Price, as adjusted pursuant to Section 2.07, and the Assumed Liabilities (plus other relevant items) among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and consistent with the method set forth in Section 2.08 of the Disclosure Schedules (the "Allocation"). Seller shall deliver such Allocation to Buyer no later than thirty (30) days following the final calculation of the Estimated Purchase Price pursuant to Section 2.07. Comments provided within thirty (30) days after receipt by Buyer of the Allocation shall be considered by Seller in good faith, and Buyer and Seller will cooperate in good faith to resolve any disagreement with respect to such comments, and Seller will revise the Allocation in accordance with any comments agreed to pursuant to this sentence. Any remaining disagreement with respect to the Allocation shall be settled utilizing the dispute resolution procedure provided by Section 2.07(c). Except as otherwise required by Law: (a) none of the Parties will take a position on any Tax Return or in any proceeding inconsistent with such allocation; and (b) the Parties shall file all Tax Returns and forms consistent with such allocation. Notwithstanding anything herein to the contrary, the Parties agree that the value of the Owned Real Property shall be determined solely by Seller in a manner consistent with the method set forth in the Allocation.

2.09 Withholding Tax. Buyer, its Affiliates and Representatives and the Escrow Agent shall be entitled to deduct and withhold from any payment required to be made under this Agreement all applicable Taxes that Buyer is required to deduct and withhold under any provision of Tax Law and shall timely remit such withheld amount to the applicable Governmental Authority. If Buyer, prior to the Closing, determines that any such withholding is required (other than as a result of failure by Seller to deliver the FIRPTA Certificate), Buyer shall provide Seller with five (5) days' notice of such required withholding and shall cooperate with Seller in good faith to reduce or eliminate to the extent possible any such required withholding. All such amounts timely and properly withheld and remitted to the applicable Governmental Authority in accordance with this Section 2.09 shall be treated as delivered to Seller hereunder. Buyer and Seller each agree to timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce) such Taxes, or to file Tax Returns with respect to such Taxes.

2.10 Non-Assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.10, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Buyer of any Purchased Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement or an Affiliate of a Party to this Agreement (including any Governmental Authority), and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof; provided, however, that, subject to the satisfaction or waiver of the conditions contained in ARTICLE VII, the Closing shall occur notwithstanding the foregoing without any adjustment to the Estimated Purchase Price on account thereof. Following the Closing, Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or

waiver; provided, however, that neither Seller nor Buyer shall be required to pay any consideration therefor. Once such consent, authorization, approval or waiver is obtained, Seller shall sell, assign, transfer, convey and deliver to Buyer the relevant Purchased Asset to which such consent, authorization, approval or waiver, relates for no additional consideration. Applicable Transfer Taxes in connection with such sale, assignment, transfer, conveyance or license shall be borne by the Parties in accordance with Section 6.19(a).

(b) To the extent that any Purchased Asset and/or Assumed Liability cannot be transferred to Buyer following the Closing pursuant to Section 2.10(a), Buyer and Seller shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the Parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to Buyer as of the Closing and the performance by Buyer of its obligations with respect thereto. To the extent permitted under applicable Law, Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Purchased Asset and all income, proceeds and other monies received by Seller to the extent related to such Purchased Asset in connection with the arrangements under this Section 2.10.

(c) Notwithstanding anything contained herein to the contrary, the provisions of this Section 2.10 shall not apply to any consent or approval required under any Antitrust Law, which consent or approval shall be governed by Section 6.08 and Section 7.01.

2.11 Shared Contracts.

(a) To the extent any Shared Contract may be split and assigned in part to Buyer or replicated for the benefit of Buyer pursuant to its terms, without the consent of the counterparty thereto or other conditions, including the payment of a transfer or other fee (the "Assignable Shared Contracts"), such Assignable Shared Contracts shall thereafter be deemed (to the extent of the split or replication with respect to the portion of such Assignable Shared Contract that relates to the Business or the other Purchased Assets) to be a Purchased Asset hereunder and Seller and its Affiliates shall split and partially assign to Buyer, or have replicated for the benefit of Buyer, as of the Closing Date such Contract on substantially the same terms and conditions as exist under the applicable Shared Contract as of the Closing Date in accordance with its terms such that Buyer will receive substantially the same rights provided to Seller and its Affiliates as of the Closing under such Shared Contract to the extent relating to the Business or the other Purchased Assets.

(b) With respect to each Shared Contract that is not an Assignable Shared Contract (the "Non-Assignable Shared Contracts"), Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to cause the counterparty to each such Non-Assignable Shared Contract to consent to the split and partial assignment or replication of such Non-Assignable Shared Contract to Buyer (with respect to the portion of such Non-Assignable Shared Contract that relates to the Business or the other Purchased Assets), or to otherwise enter into a new Contract with Buyer, in each case, on substantially the same terms and conditions as exist under the applicable Shared Contract as of the Closing Date such that Buyer will receive substantially the same rights provided to Seller and its Affiliates as of the Closing under such Shared Contract to the extent relating to the Business or the other Purchased Assets. Each such Non-Assignable Shared Contract for which the Parties have received consent to the split and partial

assignment or replication shall thereafter be deemed (to the extent of the split or replication with respect to the portion of such Non-Assignable Shared Contract that relates to the Business or the other Purchased Assets) to be a Purchased Asset hereunder and Seller and its Affiliates shall split and partially assign to Buyer, or have replicated, as of the Closing Date such Contract in accordance with its terms. Notwithstanding the foregoing, Seller and its Affiliates shall not be required to split and partially assign to Buyer or have replicated any of the Non-Assignable Shared Contracts for which consent has not been obtained until such consent has been obtained.

(c) To the extent that any Non-Assignable Shared Contract cannot be split, partially assigned or replicated to Buyer following the Closing pursuant to Section 2.11(b), Buyer and Seller shall use commercially reasonable efforts to enter into such arrangements to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the split, partial assignment or replication of such Non-Assignable Shared Contract to Buyer as of the Closing and the performance by Buyer of its obligations with respect thereto. To the extent permitted under applicable Law, Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Shared Contract and all income, proceeds and other monies received by Seller to the extent related to such Shared Contract (with respect to the portion of such Non-Assignable Shared Contract that relates to the Business or the other Purchased Assets) in connection with the arrangements under this Section 2.11.

(d) With respect to any Shared Contract listed on Section 2.11(d) of the Disclosure Schedules, the Parties shall be responsible for payment and/or performance under such contract as set forth on Section 2.11(d) the Disclosure Schedules.

ARTICLE III
CLOSING

3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Akerman LLP, 201 E. Las Olas Boulevard, Suite 1800, Fort Lauderdale, Florida 33301 or remotely by exchange of documents and signatures (or their electronic counterparts) on the third (3rd) Business Day after all of the conditions to Closing set forth in ARTICLE VII are either satisfied or waived (other than conditions which, by their nature, are to be, and are capable of being, satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date." The Closing will be effective as of 12:01 a.m. Eastern Time on the Closing Date (the "Effective Time").

3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale and assignment and assumption agreement, in substantially the form of Exhibit E hereto (the "Bill of Sale"), duly executed by Seller;

(ii) with respect to the Premises, a special warranty deed in the form of Exhibit F-1 hereto (the "Deed") and a title affidavit in the form of Exhibit F-2 (the "Title Affidavit"), each duly executed and notarized by Seller;

(iii) the Recordable Assignment of Development Agreement, duly executed and notarized by Seller;

(iv) an assignment in the form of Exhibit G hereto (the "Intellectual Property Assignment") and duly executed by Seller, transferring all of Seller's and such Seller's Affiliates' right, title and interest in and to the Intellectual Property Assets to Buyer;

(v) the Co-Existence Agreement, duly executed by Seller;

(vi) the Escrow Agreement, duly executed by Seller;

(vii) the Transition Services Agreement, duly executed by Seller;

(viii) the Jai Alai Facility Lease, duly executed by Seller;

(ix) the Consulting Agreement, duly executed by Hecht Investments;

(x) the Seller Closing Certificate;

(xi) a FIRPTA Certificate, duly executed by Seller;

(xii) the final Updated Census contemplated by Section 6.04(l);

(xiii) the certificates of the Secretary or Assistant Secretary of Seller required by Section 7.02(i);

(xiv) an Affidavit of Transferor (Section 10 of the Liquor License Transfer Form), duly executed by an individual on file with the DABT authorized to execute on behalf of Seller, for each Liquor License;

(xv) the Vehicle Bill of Sale, duly executed by the applicable Affiliate of Seller, together with any other duly executed documents required to legally transfer title to such vehicles to Buyer or its designee;

(xvi) keys, fobs and access codes to the building entrances, garage, mailbox, machinery, equipment, trucks and automobiles and any locks at the Improvements and the codes for any alarm or security systems installed in the Improvements;

(xvii) such other documents or instruments as may be reasonably required in order to effectuate the Closing, including without limitation (A) such evidence as may be reasonably required by the Title Company to evidence Seller's authority to consummate the transactions contemplated by this Agreement, and authority of the person(s) executing the documents required to be executed by Seller, and (B) such documents, endorsements and certificates as the Title Company may reasonably require of Seller as a condition to issuing the Title Policy;

(xviii) evidence reasonably acceptable to Buyer of the release of all Encumbrances, other than Permitted Encumbrances, on any Purchased Assets; and

(xix) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Bill of Sale duly executed by Buyer;

(ii) the Recordable Assignment of Development Agreement, duly executed and notarized by Buyer;

(iii) the Intellectual Property Assignment, duly executed by Buyer;

(iv) the Co-Existence Agreement, duly executed by Buyer;

(v) the Escrow Agreement, duly executed by Buyer and Escrow Agent;

(vi) the Transition Services Agreement, duly executed by Buyer;

(vii) the Jai Alai Facility Lease, duly executed by Buyer;

(viii) the Consulting Agreement, duly executed by Buyer;

(ix) the Buyer Closing Certificate;

(x) the certificate of the Secretary or Assistant Secretary of Buyer required by Section 7.03(e);

(xi) a copy of the bound RWI Policy;

(xii) the Vehicle Bill of Sale, duly executed by Buyer; and

(xiii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller and Buyer, as may be required to give effect to this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this ARTICLE IV are true and correct as of the Effective Date.

4.01 Organization and Qualification of Seller. Seller is a limited partnership duly organized, validly existing and in good standing under the Laws of the state of Florida and has all necessary limited partnership power and authority to, and is duly qualified and licensed to, own,

operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect.

4.02 Authority of Seller. Seller has all necessary power and authority to execute, enter into and deliver this Agreement and the Ancillary Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any Ancillary Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "General Enforceability Exceptions"). When each Ancillary Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a valid and legally binding obligation of Seller enforceable against it in accordance with its terms, except as such enforceability may be limited by the General Enforceability Exceptions.

4.03 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the Ancillary Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of limited partnership, partnership agreement or other organizational documents of Seller; (b) except for the requirements under the Antitrust Laws, conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; or (c) except as set forth in Section 4.03 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Assigned Contract or Permit and License to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract), except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not be material to the Business. No consent, approval, Permit and License, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution

and delivery of this Agreement or any of the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, except as set forth in this Section 4.03.

4.04 Financial Results.

(a) Section 4.04(a) of the Disclosure Schedules contains copies of (i) the unaudited profit and loss statement for the Business for the year ended December 31, 2021 (collectively, the "Annual Financial Results"), and (ii) the unaudited profit and loss statement and the net asset schedule of the Business as of May 31, 2022 (the "Latest Financial Results" and together with the Annual Financial Results, the "Financial Results").

(b) Except as set forth on Section 4.04(b) of Disclosure Schedules and subject to (x) the fact that the Business has not operated as an independent enterprise and therefore, the Business is subject to certain corporate allocations which do not necessarily reflect the amounts that would have resulted from arm's-length transactions or the actual costs that would be incurred if the Business operated as an independent enterprise, (y) the absence of notes, and (z) with respect to the Latest Financial Results, normal and recurring year-end adjustments (which will not be material to the Business), the Financial Results fairly present in all material respects the financial condition and the results of operations of the Business as at the dates and for the respective periods indicated therein. The Financial Results (i) have been prepared in accordance with GAAP and (ii) have been prepared on a consistent basis, in all material respects, from financial information contained in the Books and Records.

4.05 Undisclosed Liabilities. Except for Liabilities (a) set forth on the Latest Financial Results, (b) incurred since the date of the Latest Financial Results in the Ordinary Course of Business or (c) incurred in connection with the Transaction, there are no Liabilities of, relating to or affecting the Business of the type that would be required to be set forth on a balance sheet prepared in accordance with GAAP.

4.06 Absence of Certain Changes, Events and Conditions. Except as expressly contemplated by the Agreement or as set forth on Section 4.06 of the Disclosure Schedules, from the date of the Latest Financial Results until the Effective Date, (a) Seller has operated the Business only in the Ordinary Course of Business in all material respects; (b) Seller and its Affiliates have not transferred internally or otherwise altered the duties or responsibilities of any employee of Seller or its Affiliates in a manner that would affect whether such employee is or is not classified as an Employee; (c) Seller has not transferred the engagement or services of any individual independent contractor into or out of the Business; and (d) there has not been, with respect to the Business, any event, occurrence or development that has had or would reasonably be expected to have a Material Adverse Effect.

4.07 Assigned Contracts.

(a) Except for those Assigned Contracts set forth on Section 4.07(a) of the Disclosure Schedules (the "Material Contracts"), as of the Effective Date, none of the Assigned Contracts include:

(i) any Contract that requires aggregate payments to the Business in excess of [redacted] per year;

(ii) any Contract or commitment relating to the disposition or acquisition by the Business of assets outside the Ordinary Course of Business in excess of [redacted] or of any interest in any business enterprise;

(iii) any Contract relating to Seller Indebtedness;

(iv) any Contract under which the Business is granted or obtains a license to (or other right to use) any material Intellectual Property, other than (A) commercial Contracts entered into in the Ordinary Course of Business in which the only license to the Business is an ancillary and immaterial license to use the licensor's trademarks or feedback; (B) Contracts with Employees or contractors for the assignment of, or license of, Intellectual Property to the Business entered into in the Ordinary Course of Business substantially in the Business's standard form(s) made available to Buyer, and (C) confidentiality or nondisclosure Contracts entered into in the Ordinary Course of Business;

(v) any Contract under which the Business grants a license to (or other rights to use) any Intellectual Property to a third person, other than (A) Contracts with Employees or contractors for the license to use Intellectual Property on behalf or for the benefit of the Business entered into in the Ordinary Course of Business substantially in the Business's standard form(s) made available to Buyer, and (B) confidentiality or nondisclosure Contracts entered into in the Ordinary Course of Business;

(vi) any Contract (A) under which the Business is restricted in its right to use, enforce or register any of its Intellectual Property, or (B) that, to the Knowledge of Seller, would require Buyer following the Closing to license or assign any Intellectual Property rights owned or licensed by Buyer prior to the Closing, other than commercial Contracts entered into in the Ordinary Course of Business in which the only license would be an ancillary and immaterial license to use Buyer's trademarks or feedback;

(vii) any Contract (A) which contains covenants that prohibit or limit the ability of the Business to compete in any line of business or with any person or in any geographic area or otherwise contains any other restriction that materially impairs the ability of the Business to freely conduct its business; (B) which contains covenants binding the Business not to solicit customers; (C) which contains covenants not to solicit employees; (D) under which the Business is obligated to purchase or otherwise obtain any product or service exclusively from a single person; (E) under which the Business is obligated to sell any product or service exclusively to a single person, (F) which grants any exclusive rights or marketing, distributing or otherwise; (G) which contains any minimum sales or volume, take-or-pay or any similar commitment of the Business with annual payments in excess of [redacted] in the aggregate;

(viii) any Contract that (A) contains most favored customer pricing provisions with any third-party or (B) grants any exclusive rights, or rights of first refusal, rights of first negotiation or similar rights, to any person;

(ix) any Contract (A) involving the sharing of profits, losses, costs or liabilities with any other person or (B) relating to a partnership, joint venture or relationship for joint marketing or joint development with another person;

(x) any Contract providing for indemnification by the Business of any person, except for commercial Contracts entered into in the Ordinary Course of Business;

(xi) any Contract entered into during the past two (2) years providing for, or related to, the settlement or compromise of any threatened or pending Action;

(xii) any Contract relating to management or consulting services provided to the Business involving payments by the Business in excess of [redacted] in any calendar year;

(xiii) any Contract with or involving any Governmental Authority;

(xiv) any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union or labor organization covering Employees (other than the Collective Bargaining Agreement); and

(xv) any Contract which the consummation of the transactions contemplate hereby would require the consent or notice of the counter-party, or would create in any party the right to accelerate, terminate, modify, or cancel such Contract.

(b) Section 4.07(a) of the Disclosure Schedules contains a complete and accurate description of any oral Material Contract. Each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller, any of its applicable Affiliates party to an Assigned Contract (if any) or, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect or has provided or received any written notice of any intention to terminate, any Assigned Contract. To Seller's Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would or would reasonably be expected to constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Assigned Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes pending or, to Seller's Knowledge, threatened under any Assigned Contract, except as set forth in Section 4.07(b) of the Disclosure Schedules.

4.08 Title to Purchased Assets. Seller has marketable and valid title to, or a valid leasehold interest in, all of the Purchased Assets, other than the 2017 Toyota Camry described in Section 2.01(l) of the Disclosure Schedules, to which Southwest Florida Enterprises, Inc. has

marketable and valid title. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances.

4.09 Condition and Sufficiency of Assets.

(a) The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are material to the Business or to the operation and functioning of the Premises.

(b) The Tangible Personal Property located at and used in connection with the Premises or used in the Business are in good working order, repair and condition subject to reasonable wear and tear, and are adequate and sufficient for all purposes for which currently utilized.

4.10 House Cash. The Business has an amount of House Cash that (a) is consistent with historical operations in the Ordinary Course of Business and (b) meets or exceeds the minimum levels required under applicable Laws regarding operation of the Business.

4.11 Premises and Real Property Lease Agreements.

(a) Section 4.11(a) of the Disclosure Schedules sets forth all real property owned by Seller and used in connection with the Business (collectively, the "Owned Real Property"). Seller has good and marketable fee simple title to the Owned Real Property and all structures and improvements erected thereon constituting the "Magic City Casino" and the "Magic City Fronton" and all ancillary buildings and parking facilities and lots (collectively, the "Improvements" and together with the Owned Real Property, collectively, the "Premises"), free and clear of all Encumbrances, except (i) Permitted Encumbrances and (ii) those Encumbrances set forth on Section 4.11(a) of the Disclosure Schedules. There are no rights of first offer to purchase, rights of first refusal to purchase, purchase options or similar rights pertaining to any portion of the Premises, whether recorded or unrecorded.

(b) Except as set forth on Section 4.11(b) of the Disclosure Schedules, Seller has not received any written notice of and has no Knowledge of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Premises, (ii) existing, pending or contemplated Condemnation or similar proceeding affecting the Premises, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, modifications to existing zoning and building codes, or similar matters which could reasonably be expected to adversely affect the ability to operate the Premises as currently operated. The Improvements are in good repair and condition subject to normal wear and tear, and are adequate and sufficient for all purposes for which they are currently utilized.

(c) Except as set forth on Section 4.11(c) of the Disclosure Schedules, there has been no construction performed on the Premises within ninety (90) days prior to the date of this Agreement which has not been paid for or for which provision of payment has not been made.

(d) No part of the Premises has been damaged or destroyed by Casualty that has not been repaired or restored.

(e) The Premises is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the real property necessary to conduct the Business as currently conducted.

(f) Except as set forth on Section 4.11(f) of the Disclosure Schedules, there is no Real Property Lease Agreement in effect with respect to the Premises or the Business.

(g) Seller has provided Buyer with a true, correct and complete copy of the Development Agreement. The Development Agreement is unmodified and in full force and effect. Seller has not received any notice of a default by Seller under the Development Agreement and to the Knowledge of Seller, neither Seller nor the City of Miami, Florida is in default thereunder.

4.12 Intellectual Property.

(a) Section 4.12(a) of the Disclosure Schedules sets forth a correct and complete list of all (i) issued Patents and Patent applications (ii) Trademark registrations and applications, (iii) Copyright registrations and applications, and (iv) internet domain names and social media accounts included in the Intellectual Property Assets. Except as set forth in Section 4.12(b) of the Disclosure Schedules, all Intellectual Property set forth in Section 4.12(a) of the Disclosure Schedules is subsisting and, to Seller's Knowledge, valid and enforceable. Except as set forth in Section 4.12(a) of the Disclosure Schedules, there is no (and in the past three (3) years there has been no) pending or threatened Action challenging the validity or enforceability of, or contesting Seller's rights with respect to, any of the Intellectual Property Assets.

(b) Except as set forth in Section 4.12(b) of the Disclosure Schedules, Seller is the sole and exclusive owner (free and clear of all Encumbrances other than Permitted Encumbrances) of all Intellectual Property Assets (including those set forth in Section 4.12(a) of the Disclosure Schedules) and has a valid right to use all Intellectual Property Assets used or held for use in (or necessary for) the conduct of the Business as currently conducted, including the Intellectual Property Assets licensed to Seller under the Intellectual Property Agreements included in the Purchased Assets.

(c) Except as set forth in Section 4.12(c) of the Disclosure Schedules: (i) to Seller's Knowledge, the conduct of the Business as currently conducted does not infringe, misappropriate, dilute or otherwise violate (and the conduct of the Business as conducted in the past three (3) years has not infringed, misappropriated, diluted or otherwise violated) the Intellectual Property of any Person and there have been no such Actions asserted or threatened against Seller in the past three (3) years; and (ii) to Seller's Knowledge, no Person is infringing, misappropriating or otherwise violating any Intellectual Property Assets and no such Actions have been asserted or threatened against any Person by Seller in the past three (3) years.

(d) Seller takes (and in the past three (3) years has taken) reasonable measures to protect the confidentiality of Trade Secrets (including its customer lists and databases, such as its player and rewards program databases), and to Seller's Knowledge, there has been no misappropriation or unauthorized disclosure or use thereof by any Person. Seller has not delivered,

disclosed, licensed, or made available the source code for any material proprietary Software of Seller to any escrow agent or other third Person and has no duty or obligation (whether present, contingent or otherwise) to do the same.

(e) All Intellectual Property Assets that are material to the Business that were developed or created by any current or former employee, officer, consultant, or contractor of Seller have been validly assigned to or have otherwise vested in Seller.

(f) The consummation of the transaction contemplated by this Agreement will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Buyer's right to own, use, or hold for use any of the Intellectual Property Assets as owned, used, or held for use in the conduct of the Business. Neither Seller nor any current or former Affiliate, partner, director, owner, officer, or employee of Seller will, after giving effect to the transactions contemplated hereby, own or retain any rights in any of the Intellectual Property Assets owned, used, or held for use in the conduct of the Business.

4.13 Information Technology.

(a) All Business IT Systems are in good working condition and are sufficient for the operation of the Business as currently conducted and as proposed to be conducted. In the past three (3) years, there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of the Business IT Systems that has resulted or is reasonably likely to result in material disruption or damage to the Business or the operation thereof. Seller takes and has taken all commercially reasonable steps to safeguard the confidentiality, availability, security, and integrity of the Business IT Systems (and any Personal Information thereon), including implementing and maintaining appropriate backup, disaster recovery, and Software and hardware support arrangements, and appropriate technical, organization and other measures designed to protect such Personal Information against loss, theft, misuse or unauthorized disclosure.

(b) To the Knowledge of Seller (i) no Software included in the Business IT Systems contains any device or feature designed to disrupt, disable, or otherwise impair the functioning of any Software or any "back door," "time bomb", "Trojan horse," "worm," "drop dead device," or other code or routines that permit unauthorized access or the unauthorized disablement or erasure of such Software or information or data (or all parts thereof) or other Software of users, and (ii) no Software included in the Purchased Assets is subject to the terms of any "open source" or other similar license that provides for any source code of such Software to be disclosed, licensed, publicly distributed, or dedicated to the public.

(c) Seller is (and, to the Knowledge of Seller, each Data Partners is) in compliance with, and has complied with, all applicable Laws, all binding contractual obligations and all internal or publicly posted policies, notices, and statements, concerning privacy, data security, data breach notification or the collection, use, processing, storage, transfer, and security of Personal Information, including PCI DSS ("Privacy Laws") in connection with the conduct of the Business. In the past three (3) years, Seller and, to the Knowledge of Seller, its Data Partners have not (i) experienced any actual, alleged, or suspected data breach or other security incident

involving (including any unauthorized access, use, modification, disclosure or other misuse of) Personal Information in its possession or control or (ii) been subject to or received any notice of any audit, investigation, complaint, or other Action by any Governmental Authority or other Person concerning Seller's (or such Data Partner's) collection, use, processing, storage, transfer, or protection of Personal Information or actual, alleged, or suspected violation of any Privacy Law, in each case in connection with the conduct of the Business, and to Seller's Knowledge, there are no facts or circumstances that could reasonably be expected to give rise to any such Action.

(d) The consummation of the transactions contemplated by this Agreement will not breach or otherwise cause any violation of any applicable Privacy Law or result in or give rise to any right of termination or other right to impair or limit Buyer's rights, upon Closing, to own, receive, use or process any Personal Information used or held for use in, or necessary for the operation of, the Business.

4.14 Inventory. All Inventory consists of a quality and quantity usable and salable in the Ordinary Course of Business, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established consistent with past practice. All Inventory is owned by Seller free and clear of all Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory is consistent with quantities historically maintained by Seller.

4.15 Insurance. Section 4.15 of the Disclosure Schedules sets forth (a) a true and complete list of all insurance policies maintained by or for the benefit of Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "Insurance Policies"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2019. Except as set forth on Section 4.15 of the Disclosure Schedules, there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on all Insurance Policies have either been paid or, if not yet due, accrued. All Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Laws and Contracts to which Seller is a party or by which it is bound. True and complete copies of the Insurance Policies have been made available to Buyer.

4.16 Legal Proceedings; Governmental Orders.

(a) Except as set forth in Section 4.16(a) of the Disclosure Schedules, there are no Actions pending or, to Seller's Knowledge, threatened against or by Seller, including any warning letter, consent decree, memorandum of understanding, prosecution, injunction, seizure, or civil fine (i) relating to or affecting the Business, the Purchased Assets or the Assumed

Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) Except as set forth in Section 4.16(b) of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business. Seller is in compliance with the terms of each Governmental Order set forth in Section 4.16(b) of the Disclosure Schedules. No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order.

4.17 Compliance with Laws; Permits and Licenses.

(a) Each of Seller and the Business is in compliance in all material respects with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets. None of the representations and warranties in Section 4.17 shall be deemed to relate to environmental matters (which are governed by Section 4.18), employee benefits matters (which are governed by Section 4.19), employment matters (which are governed by Section 4.20) or tax matters (which are governed by Section 4.21).

(b) All Permits and Licenses required for (i) Seller to conduct the Business as currently conducted, (ii) the ownership and use of the Purchased Assets and (iii) the continued operation of the Business in accordance with its current operations are currently held by Seller and are valid and in full force and effect. Taken together, Section 2.01(h), Section 2.01(i), Section 2.01(j), and Section 2.01(k) of the Disclosure Schedules contain a true and complete list of all Permits and Licenses that are material to the Business. Seller has not received any written communication that Seller is in default (or, with the giving of notice or lapse of time or both, would be in default) under any material Permit or License, and to the Knowledge of Seller, Seller is not in default (or, with the giving of notice or lapse of time or both, would be in default) under any material Permit or License, excluding defaults which would not reasonably be expected to be material to the Business.

4.18 Environmental Matters.

(a) The operations of Seller with respect to the Business and the Purchased Assets are and, except for matters which have been resold, have been in compliance in all material respects with all Environmental Laws. Seller has not received from any Person, with respect to the Business or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) Seller has obtained and is in material compliance with all material Environmental Permits (each of which is disclosed in Section 4.18 of the Disclosure Schedules) necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets, and all such Environmental Permits are in full force and effect.

(c) None of the Premises is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials with respect to the Business, the Purchased Assets or the Premises that has or could form the basis of any material Environmental Claim, and Seller has not received any Environmental Notice that the Business or any of the Purchased Assets or Premises has been contaminated with any Hazardous Material which would reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(e) Seller has provided or otherwise made available to Buyer any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller in connection with the Business which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials.

(f) The representations and warranties set forth in this Section 4.18 are the sole and exclusive representations and warranties regarding environmental matters.

4.19 Employee Benefit Matters.

(a) Section 4.19(a) of the Disclosure Schedules contains a true and complete list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off (PTO), medical, vision, dental, disability, welfare, Code Section 125 cafeteria, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by Seller for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Business or any spouse or dependent of such individual, or under which Seller has or may have any Liability, or with respect to which Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise (as listed on Section 4.19(a) of the Disclosure Schedules, each, a "Seller Benefit Plan").

(b) With respect to each Seller Benefit Plan, Seller has made available to Buyer accurate, current and complete copies of each of the following, to the extent applicable: (i) where the Seller Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Seller Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (iv) copies of each summary plan description, summary of material modifications, and

summary of benefits and coverage, relating to each Seller Benefit Plan; (v) in the case of each Seller Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service; (vi) in the case of each Seller Benefit Plan for which a Form 5500 must be filed, a copy of the two most recently filed Forms 5500, with all corresponding schedules and financial statements attached; (vii) to the extent applicable, actuarial valuation reports related to each funded Seller Benefit Plan with respect to the two (2) most recently completed plan years; (viii) the most recent nondiscrimination tests performed under the Code; and (ix) copies of material, non-routine notices, letters or other correspondence from the Internal Revenue Service, Department of Labor, Department of Health and Human Services, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Seller Benefit Plan.

(c) Each Seller Benefit Plan and any related trust (other than any multiemployer plan within the meaning of Section 3(37) of ERISA (each a "Multiemployer Plan")) has been established, administered and maintained in material compliance with its terms and all applicable Laws (including ERISA and, the Code and any applicable local Laws). Each Seller Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code (a "Qualified Benefit Plan") is so qualified and entitled to rely on a current favorable determination letter from the Internal Revenue Service, or with respect to a prototype or volume submitter plan, or is entitled to rely on a current opinion letter from the Internal Revenue Service to the prototype plan or volume submitter plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and to Seller's Knowledge, no event has occurred or condition exists that could reasonably be expected to adversely affect the qualified status of any Qualified Benefit Plan. All benefits, contributions and premiums relating to each Seller Benefit Plan have been timely paid in accordance with the terms of such Seller Benefit Plan and all applicable Laws and accounting principles, and all benefits accrued under any unfunded Seller Benefit Plan have been paid, accrued or otherwise adequately reserved to the extent required by, and in accordance with GAAP. All material reports, returns, notices and similar documents required to be filed with any Governmental Authority or furnished to any Seller Benefit Plan participant have been timely filed and furnished.

(d) With respect to each Seller Benefit Plan (i) no such plan is a Multiemployer Plan; (ii) no such plan is a "multiple employer plan" within the meaning of Section 413(c) of the Code or a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA; and (iii) no such plan or the plan of any ERISA Affiliate maintained or contributed to within the last six (6) years is a pension plan (other than a Multiemployer Plan) that is subject to minimum funding requirements of ERISA and the Code or a pension plan subject to Title IV of ERISA.

(e) With respect to each Seller Benefit Plan, (i) neither Seller nor any of its Affiliates have engaged in, and to the knowledge of Seller no other Person has engaged in, a non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) that would reasonably be expected to result in material Liability and (ii) none of Seller or any of its Affiliates or, to the knowledge of Seller, any other "fiduciary" (as defined in Section 3(21) of ERISA) has any material Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of such Seller Benefit Plan.

(f) Other than as required under Sections 601 to 608 of ERISA or other applicable Law, no Seller Benefit Plan or other arrangement provides post-termination or retiree health or welfare benefits to any individual for any reason.

(g) There is no pending or, to Seller's Knowledge, threatened Action relating to a Seller Benefit Plan (other than routine claims for benefits), and no Seller Benefit Plan has within the six (6) years prior to the Effective Date been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(h) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former director, officer, employee, independent contractor or consultant of the Business to severance pay or any other payment; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation (including stock-based compensation) due to any such individual; (iii) increase the amount payable under or result in any other material obligation pursuant to any Seller Benefit Plan; (iv) result in "excess parachute payments" within the meaning of Section 280G(b) of the Code; or (v) require a "gross-up" or other payment to any "disqualified individual" within the meaning of Section 280G(c) of the Code. Seller has made available to Buyer true and complete copies of any Section 280G calculations prepared (whether or not final) with respect to any disqualified individual in connection with the transactions.

(i) Each Seller Benefit Plan that is or forms part of a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code is in documentary compliance with, and Seller has complied in practice and operation with, all applicable requirements of Section 409A of the Code in all material respects.

4.20 Employment Matters.

(a) Section 4.20(a) of the Disclosure Schedules contains a list of all Employees and all independent contractors or consultants providing services to the Business as of the Effective Date, including any Employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) hire or retention date; (iv) current annual base compensation rate or contract fee and bonus opportunity; (v) exempt or nonexempt status, or status as an independent contractor or consultant, as applicable; (vi) union representation; and (vii) with respect to independent contractors or consultants, whether engaged through a third-party entity or staffing agency, and the name of such entity or staffing agency (such list, the "Census"). All compensation, including wages, commissions, bonuses, fees and other compensation, payable to all Employees and Former Employees and all current and former independent contractors or consultants providing, or who provided, services to the Business, in each case, for services performed on or prior to the Effective Date have been paid in full and there are no outstanding agreements, understandings or commitments of Seller with respect to any compensation, commissions, bonuses or fees, other than arrearages in the normal course of doing business for the prior pay period. All Employees required by applicable Law to have a gaming license in connection

with their services to the Business, have a valid gaming license, and at Closing will have a valid gaming license.

(b) Except for the Collective Bargaining Agreement, (i) Seller is not a party to, bound by or in the process of negotiating any collective bargaining or other agreement with a labor union or labor organization which covers, or would be expected to cover, any of the Employees and (ii) no labor union, labor organization, or group of Employees or Former Employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority. There has not been, nor, to Seller's Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting Seller or any of the Employees.

(c) Seller is and has been in material compliance with all applicable Laws pertaining to employment and employment practices to the extent they relate to Employees, Former Employees, and any current and former interns, consultants and independent contractors providing services, or who provided, to the Business, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination (including harassment and reasonable accommodations), retaliation, disability benefits, immigration, wages, hours, minimum wage, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid time off and unemployment insurance. To Seller's Knowledge, Seller is in compliance with and has complied with all immigration laws, including Form I-9 requirements and any applicable mandatory E-Verify obligations. Except as set forth in Section 4.20(c) of the Disclosure Schedules, there are no Actions against Seller pending, or to the Seller's Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any Employee or Former Employee or any current or former applicant, consultant, volunteer, intern or independent contractor providing, or who provided, services to the Business, including, without limitation, any charge, investigation or claim relating to unfair labor practices, equal employment opportunities, fair employment practices, employment discrimination (including harassment and reasonable accommodations), retaliation, disability benefits, immigration, wages, hours, minimum wage, overtime compensation, employee classification, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid time off, unemployment insurance or any other employment related matter arising under applicable Laws.

(d) To Seller's Knowledge, no Employee and no independent contractor or consultant of Seller or its Affiliates providing services to the Business is in any respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to Seller or any of its Affiliates or (ii) to a former employer of any such Person relating (A) to the right of any such Person to be employed or engaged by Seller or any of its Affiliates or (B) to the knowledge or use of trade secrets or proprietary information.

(e) Seller is not party to any settlement agreement with an Employee or Former Employee or any current or former director, officer, independent contractor or consultant who provides, or provided, services to the Business that involves allegations relating to discrimination, sexual harassment, sexual misconduct or any other type of abusive conduct by either (i) an officer of Seller or its Affiliates or (ii) an Employee or Former Employee. Except as set forth in Section 4.20(e) of the Disclosure Schedules, to Seller's Knowledge, in the last five (5) years, no allegations of discrimination, sexual harassment, sexual misconduct or any other type of abusive conduct have been made against (A) any officer of Seller or (B) any Employee or Former Employee.

(f) To Seller's Knowledge, all individuals who are performing, and for the six-(6) year period preceding the Closing have performed, services for the Business while classified as independent contractors have been properly so classified for all purposes. Each individual who is currently providing services to the Business through a third-party service provider, or who previously provided services to the Business through a third-party service provider, is not or was not an employee of Seller or any of its Affiliates. With respect to Employees, to Seller's Knowledge, neither Seller nor any of its Affiliates has a single employer, joint employer, alter ego or similar relationship with any other company. To Seller's Knowledge, Employees and Former Employees classified as "exempt" under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq., and applicable state wage and hour laws are, and for the six (6)-year period preceding Closing have been, properly classified as "exempt."

(g) No key Employee has given written notice of termination of employment or, to Seller's Knowledge, otherwise intends to terminate his or her employment with the twelve (12)-month period following the date of this Agreement.

(h) All Employees, and all independent contractors, consultants and other Person engaged by Seller or its Affiliates and providing services to the Business, are properly licensed and authorized to work in the jurisdiction in which they are working and have appropriate documentation demonstrating such authorization. Every Person who requires a visa, employment pass or other required permit to work in the jurisdiction in which he/she is working has produced a current employment pass or such other required permit to Seller and its Affiliates and possesses all necessary permission to remain in such jurisdiction and perform services in such jurisdiction.

(i) Seller and its Affiliates have been in compliance with all notice and other requirements under the Workers' Adjustment and Retraining Notification Act and any similar foreign, state, or local law relating to plant closings and layoffs. No layoff, facility closure or shutdown, reduction-in-force, furlough, temporary layoff, material reduction in salary or wages or other material workforce changes affecting Employees or independent contractors providing services to the Business is currently in process or being contemplated, planned or announced.

(j) The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach or other violation of any collective bargaining agreement, employment agreement, consulting agreement or any other labor-related agreement to which Seller or its Affiliates is a party or bound, including the Collective Bargaining Agreement. Seller and its Affiliates have satisfied any pre-signing legal or contractual requirement to provide notice to any labor union or labor organization, which is representing any Employee,

including the Union, in connection with the execution of this Agreement or the transactions contemplated by this Agreement.

4.21 Taxes.

(a) All material Tax Returns required to be filed by Seller or any of its Affiliates with respect to the Purchased Assets or the Business for any Pre-Closing Tax Period have been timely filed. Such Tax Returns are true, complete and correct in all material respects. All material Taxes with respect to the Purchased Assets or the Business due and owing by Seller (whether or not shown on any Tax Return) have been paid. Neither Seller nor any of its Affiliates has entered into any tax sharing, allocation or indemnification agreement relating to the Purchased Assets or the Business (other than an agreement a primary purpose of which is not Taxes).

(b) Seller and its Affiliates have withheld and paid each Tax required to have been withheld and paid with respect to the Purchased Assets or the Business in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested by Seller or any of its Affiliates with respect to any Taxes with respect to the Purchased Assets or the Business.

(d) All deficiencies asserted, or assessments made, against Seller or any of its Affiliates with respect to the Purchased Assets or the Business as a result of any examinations by any taxing authority have been fully paid.

(e) Neither Seller nor any of its Affiliates is a party to any Action by any taxing authority with respect to the Purchased Assets or the Business. There are no pending or threatened Actions by any taxing authority with respect to the Purchased Assets or the Business.

(f) There are no Encumbrances for Taxes upon any of the Purchased Assets (other than Permitted Encumbrances).

(g) Seller is not, and has not been, a party to, or a promoter of, a "listed transaction" within the meaning of Section 6707A(c)(2) of the Code and Treasury Regulations Section 1.6011-4(b)(2).

(h) The representations and warranties in this Section 4.21 and (to the extent primarily related to any Tax) the representations and warranties in Section 4.04 and Section 4.19 shall constitute the sole and exclusive representations and warranties regarding any Tax matters relating to the Seller, the Business, and the Purchased Assets.

4.22 Brokers. Except for Macquarie Capital (USA) Inc. whose fees or commissions shall be paid by Seller, no broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated

by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Seller.

4.23 No Other Representations and Warranties. Except for the representations and warranties contained in this ARTICLE IV (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives (including any information, documents or material delivered to Buyer, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE V are true and correct as of the Effective Date.

5.01 Organization of Buyer. Buyer is an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Native American Tribe with authority to do business in the state of Alabama.

5.02 Authority of Buyer. Buyer has determined that neither its organizational documents nor the Tribe's Constitution or Code, nor any of its or the Tribe's other Laws, ordinances, resolutions or actions, or any of its or the Tribe's agencies or instrumentalities, whether written or established by custom or tradition, prohibit Buyer or any of its instrumentalities from entering into this Agreement and the Ancillary Documents to which Buyer is a party, or to carry out its obligations hereunder and thereunder or to consummate the transactions contemplated hereby and thereby. All notices, filings, documents, resolutions and other matters that are either necessary or required to be submitted to the Tribe's governing body (in either its governmental capacity or its capacity as a shareholder) for approval or consent in connection with this Agreement, the Ancillary Documents to which it is a party and the transactions contemplated hereby and thereby, have been submitted and completed and Buyer has obtained all of the necessary and required approvals and consents from the Tribe, including with respect to the authorization, waiver, and enforceability against Buyer of the Limited Sovereign Immunity Waiver, and no other proceedings on the part of Buyer are necessary to authorize the execution or delivery by Buyer of this Agreement or the performance by Buyer of its obligations under this Agreement and the Ancillary Documents to which it is a party. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by the General Enforceability Exceptions. When each Ancillary Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Buyer enforceable against it in

accordance with its terms, except as such enforceability may be limited by the General Enforceability Exceptions.

5.03 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the applicable organizational documents of Buyer; (b) except for the requirements under the Antitrust Laws, conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice or other action by any Person under any Contract to which Buyer is a party. No material consent, approval, Permit and License, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and such consents, approvals, Permits and Licenses, Governmental Orders, declarations, filings or notices which, in the aggregate, would not have a Material Adverse Effect.

5.04 Brokers. Except for Innovation Capital, LLC whose fees or commissions shall be paid by Buyer, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Buyer.

5.05 Funds.

(a) As of the Effective Date, Buyer has delivered to Seller a true, complete and correct copy of an executed capital commitment letter, dated as of the Effective Date (as amended, modified, supplemented, replaced or extended from time to time after the Effective Date in compliance with Section 6.11(b), the "Capital Commitment Letter"), between Buyer and the Tribe (which provides that Seller is an express third-party beneficiary thereof, to the extent and subject to the conditions set forth therein), pursuant to which the Tribe has committed, upon the terms and subject to the conditions set forth therein, to make, or cause to be made, a capital contribution to Buyer in the amount set forth therein for the purpose of financing the Transaction (the "Financing").

(b) The Capital Commitment Letter has not been amended or modified in any manner prior to the Effective Date, and, as of the Effective Date, the commitment contained in the Capital Commitment Letter has not been withdrawn or rescinded in any respect. As of the Effective Date, the Capital Commitment Letter (i) is in full force and effect, and (ii) is the legal, valid and binding obligation of Buyer and, to the Knowledge of Buyer, of the other parties thereto, subject to applicable bankruptcy rules and principles. As of the Effective Date, Buyer has no Knowledge that any event has occurred that, with or without notice, lapse of time, or both, would reasonably be expected to constitute a default or breach or a failure to satisfy a condition precedent on the part of Buyer under the terms and conditions of the Capital Commitment Letter. As of the Effective Date, Buyer has no reason to believe that any of the conditions precedent to the obligations of the Tribe to fund the Financing will not be satisfied at or prior to the Closing.

(c) Except as set forth in the copy of the Capital Commitment Letter delivered to Seller pursuant to this Section 5.05, as of the Effective Date, there are no conditions precedent to the obligations of the Tribe to provide the full amount of the Financing. On the Closing Date, the aggregate proceeds of the Financing, to the extent funded in accordance with the terms of the Capital Commitment Letter, together with other financial resources of Buyer (including Buyer's cash on hand), will be sufficient for Buyer to consummate the Transaction and to pay in full the Estimated Purchase Price and all other amounts, fees and expenses incurred or otherwise payable by Buyer or any of its Affiliates as provided in this Agreement or in connection with the Transactions and the satisfaction in full of the Estimated Seller Indebtedness and the Estimated Seller Transaction Expenses in accordance with Section 2.05 (the "Required Financing Amount"). Buyer has fully paid any and all commitment fees or other fees required by the Capital Commitment Letter to be paid on or before Effective Date. Buyer understands and acknowledges that the obligation of Buyer to consummate the Transaction is not in any way contingent upon or otherwise subject to Buyer's consummation of any financing arrangements, Buyer's obtaining of any financing or the availability, grant, provision or extension of any financing to Buyer.

(d) None of the funds to be paid by Buyer pursuant to this Agreement (i) are derived from, or related to, any activity that is deemed criminal or subject to sanctions under any Law, or (ii) will cause Seller, upon receipt of such funds, to be in violation of any Law with respect to money laundering, anti-terrorism or similar criminal laws.

5.06 Solvency. Immediately after giving effect to the Transaction and assuming the accuracy of Sellers' representations and warranties set forth in this Agreement, the Ancillary Documents and performance by Seller of its obligations hereunder and thereunder, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

5.07 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

5.08 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in ARTICLE IV of this Agreement (including related portions of the Disclosure Schedules); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Purchased Assets or this Agreement, except as expressly

set forth in ARTICLE IV of this Agreement (including the related portions of the Disclosure Schedules). Moreover, Buyer acknowledges that Seller is not making, directly or indirectly, any representations or warranties as to the accuracy or completeness of any of the information (including any estimates, projections, forecasts, operating plans or budgets concerning financial or other information relating to the Business and including for greater certainty the Confidential Information Presentation) provided or made available to Buyer or its Representatives (including in materials furnished in the Data Room, in the Confidential Information Presentation and in presentations by Seller's management) or regarding any pro-forma financial information, financial projections, or other forward-looking statements.

ARTICLE VI
COVENANTS

6.01 Conduct of Business Prior to the Closing. From the Effective Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall (a) conduct the Business in the Ordinary Course of Business, (b) use commercially reasonable efforts to maintain and preserve intact its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its Employees, customers, lenders, suppliers, regulators and others having relationships with the Business and (c) not relocate any assets into Seller's executive office or family office not located at such office on the Effective Date such that they would become Excluded Assets pursuant to Section 2.02(k). From the Effective Date until the Closing Date, Seller shall not, directly or indirectly, do, or agree to do, any of the following without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) sell, lease, transfer, convey or otherwise dispose of the Purchased Assets or any portion thereof or interest therein;

(ii) create, incur, or suffer to exist any Encumbrance affecting the Purchased Assets other than a Permitted Encumbrance;

(iii) other than the Collective Bargaining Agreement, cause or permit the entering into of any Contract that, if entered into prior to the Effective Date, would be a Material Contract, or of any amendment or modification to, or termination of, any Material Contract;

(iv) waive, release, assign, settle or compromise any material Action affecting the Business, other than if the loss resulting from such waiver, release, assignment, settlement or compromise involves solely the payment of cash and such amount is paid prior to the Closing;

(v) modify or rescind any material Permit and License, including the Gaming Permits and Licenses, the Liquor Licenses, the Food Service Licenses or Other Permits and Licenses, or fail to use commercial reasonable efforts to obtain any renewal or extension, as may be required to operate the Business in the Ordinary Course of Business, of any such material Permit and License;

(vi) other than in connection with the Current Capex Projects or to the extent consistent with the respective budgets set forth in Seller's fiscal year 2022 budget provided to Buyer prior to the Effective Date, commit or authorize any commitment to make capital expenditures following the Closing in excess of $500,000 in the aggregate;

(vii) incur, assume or guarantee any indebtedness for borrowed money;

(viii) transfer, assign, dispose of, grant any license or sublicense of (or other right to use), or permit to lapse any rights in any Intellectual Property material to the Business;

(ix) disclose to any Person, other than representatives of Buyer, any trade secret or other confidential information included in the Intellectual Property Assets;

(x) except (i) as required by a Seller Benefit Plan in effect as of the date of this Agreement or (ii) as required by applicable Law, (A) amend or terminate any Seller Benefit Plan (including any underlying agreements), except as required to maintain the qualified status of such Seller Benefit Plan, (B) increase the compensation or other benefits payable to or to become payable to any Employee, including through the exercise of discretion under any Seller Benefit Plan, (C) pay or agree to pay any severance or termination pay (in cash or otherwise); (D) adopt any arrangement that would constitute a Seller Benefit Plan if effective on the date of this Agreement;

(xi) (i) transfer (including through internal job postings or in response to a request to transfer by an employee) the employment of, reassign or reallocate the duties or responsibilities of (A) any Employee such that the individual would not be an Employee at Closing or (B) any other employee of Seller or any of its Affiliates such that the individual would be an Employee at Closing, (ii) transfer the engagement of an individual independent contractor of Seller or any of its Affiliates into or out of the Business, (iii) except for in accordance with Section 6.04(d), terminate the employment of any Employee or the engagement of any individual independent contractor providing services to the Business (in each case, other than for cause), (iv) hire any Employee or engage any individual independent contractor to provide services to the Business, in each case, with an annual base compensation that is more than $80,000, or, with respect to Employees, who is at the level of Manager or above, or (v) notwithstanding the foregoing, hire any Employee who is a foreign national working in non-immigrant status;

(xii) waive, release, amend or fail to enforce the restrictive covenant obligations of any current or former employee, independent contractor, officer or director of Seller or its Affiliates with respect to the Business;

(xiii) unless required by Law, (i) modify, renew, extend, or enter into any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union or labor organization, or (ii) recognize or certify any labor union, labor organization, or group of employees of Seller and its Affiliates as the bargaining representative for any Employees; or

(xiv) enter into a Contract to do any of the foregoing, or to authorize or announce an intention to do any of the foregoing.

6.02 Access to Information. From the Effective Date until the Closing, Seller shall (a) afford Buyer and its Representatives reasonable access to and the right to inspect the Premises and the other Purchased Assets (b) afford Buyer and its Representatives access to the Books and Records, Assigned Contracts and other documents and data related to the Business; (c) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business as Buyer or any of its Representatives may reasonably request and (d) instruct the Representatives of Seller to cooperate with Buyer in its investigation of the Business; provided, however, that any such investigation 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 unreasonably interfere with the conduct of the Business or any other businesses of Seller. Notwithstanding anything to the contrary in this Agreement, Seller shall not be required to disclose any information to Buyer if such disclosure would, in Seller's sole discretion: (w) cause significant competitive harm to Seller and its businesses, including the Business, if the transactions contemplated by this Agreement are not consummated; (x) jeopardize any attorney-client or other privilege; (y) contravene any applicable Law, fiduciary duty or binding agreement entered into prior to the Effective Date; or (z) reveal bids received from third-parties in connection with transactions similar to those contemplated by this Agreement and any information and analysis (including financial analysis) relating to such bids; provided, however, that Seller shall use good faith reasonable efforts to allow for access to the extent that doing so does not result in the conditions or events described in the preceding clauses (w) through (z). Prior to the Closing, without the prior written consent of Seller, which may be withheld for any reason, Buyer shall not contact any suppliers to, or customers of, the Business and Buyer shall have no right to perform invasive or subsurface investigations of the Premises. Buyer shall, and shall cause its Representatives to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided pursuant to this Section 6.02.

6.03 Notice of Certain Events.

(a) From the Effective Date until the Closing, Seller shall promptly notify Buyer in writing of: (i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.02 to be satisfied; (ii) 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 by this Agreement; (iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and (iv) any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the Effective Date, would have been required to have been disclosed pursuant to Section 4.16 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Buyer's receipt of information pursuant to this Section 6.03 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement (including Section 8.02 and Section 9.01(b)) and shall not be deemed to amend or supplement the Disclosure Schedules.

6.04 Labor and Employee Benefits Matters.

(a) Union Employees.

(i) Buyer acknowledges that certain Employees are represented by the Union (such Employees represented by the Union, the "Union Employees"), and that their respective terms and conditions of employment are set forth in the Collective Bargaining Agreement.

(ii) As of the Effective Time, Buyer shall assume all of the obligations of the Collective Bargaining Agreement and execute all documents reasonably necessary to effectuate such assumption of the Collective Bargaining Agreement in accordance with the terms of the Collective Bargaining Agreement and applicable Law.

(iii) Buyer shall offer employment, effective as of the Closing, to all Union Employees as required by the Collective Bargaining Agreement; provided, that, such offer or employment would not result in a loss of benefits for any such Union Employee on an approved leave of absence, in which case, any such Union Employee shall be considered an Inactive Employee for purposes of this Agreement. At the Closing, Buyer shall treat the Union Employees in accordance with the terms of the Collective Bargaining Agreement from and after Closing. Effective as of Closing, Buyer shall continue the employment of all Union Employees on the terms and conditions provided in the Collective Bargaining Agreement and perform, discharge and fulfil its obligations and liabilities as successor employer under the Collective Bargaining Agreement and applicable Law. Buyer has been given access to the Collective Bargaining Agreement and understands all contractual requirements set forth in the Collective Bargaining Agreement. No party to the Collective Bargaining Agreement shall be a third-party beneficiary of this Agreement.

(iv) Seller agrees to: (A) keep Buyer informed of the status of any negotiations with any labor union or labor organization, and (B) consult with Buyer regarding any such negotiations and consider, in good faith, Buyer's requests in connection therewith.

(b) Non-Union Employees.

(i) Prior to the Closing, Buyer shall deliver, in writing, an offer of employment with Buyer or one of its Affiliates to each and every Employee who is not a Union Employee (the "Non-Union Employees"), effective as of the Effective Time (or such later date contemplated by Section 6.04(l)) and contingent on such Non-Union Employee (A) being continuously employed by Seller or one of its Affiliates through the Closing, (B) accepting the offer, in writing, no later than five (5) Business Days prior to the Closing Date, and (C) commencing active employment with Buyer or one of its Affiliates at the Effective Time (or such later date contemplated by Section 6.04(l)), on the

terms and conditions of employment contained in this Section 6.04. The Non-Union Employees who accept an offer of employment from Buyer and commence employment with Buyer or one of its Affiliates at the Effective Time (or such later date contemplated by Section 6.04(d)) are hereinafter referred to as the "Transferred Non-Union Employees," and, together with the Union Employees, the "Transferred Employees."

(ii) Pursuant to the "Standard Procedure" provided in section 4 of Revenue Procedure 2004-53, 2004-2 CB 320, (A) Buyer and Seller shall report on a predecessor/successor basis as set forth therein, (B) Seller shall not be relieved from filing (or causing to be filed) a Form W-2 with respect to any Transferred Employees, and (C) Buyer shall undertake to file (or cause to be filed) a Form W-2 for each Transferred Employee with respect to any Post-Closing Tax Period.

(c) Inactive Employees. With respect to any Inactive Employee, Buyer's offer of employment shall be contingent on such Inactive Employee's return to active status within six (6) months following the Closing Date (or such longer period as required by applicable Law). Seller and its Affiliates shall continue to employ and shall remain responsible for any Liabilities and obligations related to any Inactive Employee unless and until such individual returns to active status within six (6) months following the Closing Date (or such longer period required by applicable Law).

(d) Termination of Employment. Seller or its applicable Affiliate shall terminate the employment of each Employee, effective as of the Effective Time (or such later date contemplated by Section 6.04(c)).

(e) Employee Compensation and Benefits.

(i) Except as expressly set forth in Section 6.04(e)(ii) or the Transition Services Agreement, the Transferred Employees shall cease to be eligible to participate in, and cease to participate in and accrue benefits under, the Seller Benefit Plans effective as of the Closing Date.

(ii) The Transferred Employees who are in receipt of long-term disability income replacement benefits as of Closing under a Seller Benefit Plan that provides long-term disability coverage shall continue to receive such benefits under such Seller Benefit Plan, subject to the terms and conditions of such Seller Benefit Plan (it being understood that the fact that the Transferred Employee ceases to be in the employ of Seller as a result of this Agreement or by operation of Law shall not render the Transferred Employee ineligible to continue to receive benefits under the applicable Seller Benefit Plan to the extent provided in this Agreement). Such continued participation in the applicable Seller Benefit Plan shall cease on the date on which (A) the Transferred Employee resumes active employment and commences active work with Buyer, or (B) long-term disability income replacement benefits payable to the Transferred Employee expire in accordance with the terms of the applicable Seller Benefit Plan, whichever date occurs first.

(iii) Seller shall notify the Transferred Employees that all claims for expenses which qualify for coverage under the terms of the relevant Seller Benefit Plans

and which were incurred prior to the Closing as provided below must be submitted within the time limit provided by the relevant Seller Benefit Plans: (A) with respect to death or dismemberment claims, those in respect of which the event occurred prior to the Closing Date; and with respect to health claims, those in respect of which the services were provided or the supplies were purchased prior to the Closing Date.

(iv) From and for a period of one (1) year after the Closing, Buyer shall provide, or cause to be provided, (A) to each Union Employee, such compensation, employee benefits and other terms and conditions of employment as are required to be provided to such Union Employee pursuant to the Collective Bargaining Agreement, and (B) to each Transferred Non-Union Employee (I) compensation (including salary, wages and opportunities for commissions, bonuses, incentive pay, overtime and premium pay), location of employment and a position of employment that are, in compliance with their respective Assigned Contracts (if applicable) and, in the aggregate, at least substantially similar to those provided to such Transferred Non-Union Employee by Seller as of immediately prior to the Closing (or such higher standard as may be required by applicable Laws), and (II) employee benefits (including severance benefits, health and welfare, retirement and deferred compensation, but excluding defined benefit pension benefits and retiree health and welfare benefits) that are in compliance with their respective Assigned Contracts (if applicable) and, in the aggregate, at least substantially similar to those employee benefits provided to such Transferred Non-Union Employee by Seller immediately prior to the Closing (or such higher standard as may be required by applicable Laws).

(v) For purposes of eligibility for, vesting of, entitlement to, and levels of vacation, severance and other benefits under the employee benefit plans of Buyer providing benefits to Transferred Employees (the "Buyer Benefit Plans"), Buyer shall credit each Transferred Employee with his or her years of service with Seller and any predecessor entities, to the same extent as such Transferred Employee was entitled to credit for such service under any similar Seller Benefit Plan as of immediately prior to the Closing.

(vi) Buyer shall use commercially reasonable measures to waive, or cause to be waived, any pre-existing medical condition, evidence of insurability or good health requirement, waiting periods, actively-at-work exclusions or other restriction that would prevent immediate and full participation of any Transferred Employee in the Buyer Benefit Plans. In addition, Buyer shall use commercially reasonable measures to credit each and every Transferred Employee for any applicable amounts paid or eligible expenses paid (whether in the nature of copayments or coinsurance amounts, amounts applied toward deductibles or other out-of-pocket expenses) by such Transferred Employee (and his or her covered spouses, dependents or beneficiaries) under the terms of the comparable Buyer Benefit Plan toward satisfying any applicable deductible, co-payment, coinsurance, maximum out-of-pocket requirements and like adjustments or limitations under the applicable Buyer Benefit Plan that replaces such Seller Benefit Plan for the portion of the plan year in which the Closing Date occurs.

(vii) The provisions of this Section 6.04(e) are solely for the benefit of the Parties to this Agreement, and no current or Former Employee (including any beneficiary or dependent thereof) or any other Person shall be regarded for any purpose as a third-party beneficiary of this Agreement.

(f) Retirement Plans.

(i) Effective at the Closing, the Transferred Employees shall no longer be eligible to participate under any Seller Benefit Plan that is an employee pension benefit plan or deferred compensation or retirement plan or arrangement (a "Retirement Plan"). For the avoidance of doubt, and subject to Section 6.04(e)(ii), (A) each Transferred Employee who is a participant in a Retirement Plan shall retain all of his or her benefits under each Retirement Plan as accrued as of the Closing Date, and Seller (or Seller's Retirement Plans) shall retain sole Liability for the payment of such benefits as and when such individual becomes eligible therefor, and (B) nothing in this Section 6.04(f)(i) shall derogate from Buyer's obligation to provide, or cause to be provided, to the Transferred Employees employee benefits under Buyer Benefit Plans to the extent required pursuant to Section 6.04(e)(iv), Section 6.04(e)(v), Section 6.04(e)(vi), and Section 6.04(f)(ii).

(ii) As soon as practicable after the Closing, Buyer shall designate a defined contribution plan of Buyer or one of its Affiliates that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (a "Buyer 401(k) Plan") that shall accept any direct rollovers by Transferred Employees of any "eligible rollover distribution" (within the meaning of Section 402(c)(4) of the Code), including any promissory notes reflecting participant loans, from any retirement plan of Seller that is a tax-qualified defined contribution plan containing a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the "Seller 401(k) Plan") if such direct rollover is elected in accordance with the terms of the Seller 401(k) Plan and applicable Law by such Transferred Employee. Seller shall take such action as is necessary to amend the Seller 401(k) Plan to prevent any Transferred Employees from defaulting on any outstanding loans solely as a result of a termination of employment with Seller and its Affiliates. Seller and Buyer shall cooperate to take any and all commercially reasonable measures needed to permit each Transferred Employee with an outstanding loan balance under the Seller 401(k) Plan as of the Closing to continue to make scheduled loan payments to the Seller 401(k) Plan after the Closing, pending the distribution and in-kind rollover of the notes evidencing such loans from the Seller 401(k) Plan to the Buyer 401(k) Plan so as to prevent, to the extent reasonably possible, a deemed distribution or loan offset with respect to such outstanding loans.

(iii) Notwithstanding any last-day-of-year employment requirement or hours of service requirements, Seller shall make, or cause to be made, all employer matching contributions and/or employer nonelective contributions to Transferred Employees under the Seller 401(k) Plan for the plan year that includes the Closing Date, taking into account such Transferred Employees' elective deferrals (in the case of matching contributions) or plan compensation (in the case of nonelective contributions) for the plan year in which the Closing Date occurs, through the date immediately preceding the Closing Date.

(g) Paid Time Off. Buyer shall assume and honor all earned and unused vacation, sick days and personal days of Transferred Employees through the Closing, to the extent reflected on the Final Working Capital, Final Net House Cash, Final Seller Indebtedness, or Final Seller Transaction Expenses under Section 2.07(c).

(h) COBRA. Buyer shall be responsible for providing, and shall assume all Liabilities in respect of, the provision of continued coverage pursuant to its group health plans for employees under Part 6, Title I of ERISA and Section 4980B of the Code and similar provisions of state or local Law, and the regulations promulgated thereunder ("COBRA Continuation Coverage"), for all Transferred Employees (and their respective covered dependents) employed by Buyer on or after the Closing who are entitled to benefits with respect to any "qualifying event" (within the meaning of COBRA) that occurs after the Closing Date. Seller shall be responsible for providing COBRA Continuation Coverage with respect to each M&A Qualified Beneficiary under COBRA who (i) as of the Closing Date are currently receiving COBRA Continuation Coverage, (ii) are eligible for COBRA Continuation Coverage as a result of a qualifying event that occurred prior to or in connection with the Transaction, or (iii) are not employed by Buyer on or after the Closing; provided, that, Buyer has complied with the terms of this Section 6.04(h).

(i) WARN Act. Buyer represents and warrants that it has no plans for a mass layoff or plant closing (as defined in the WARN Act and the regulations thereunder) with respect to the Transferred Employees. In the event of any mass layoff or plant closing with respect to the Transferred Employees within ninety (90) days after the Closing, as between Buyer and Seller, Buyer shall be responsible for providing any required notice and/or making any required payment of severance compensation, including any notice pay and severance pay, to comply with the requirements of and otherwise satisfying any liability to the Transferred Employees required under the WARN Act and applicable state Law regarding any mass layoff or plant closing.

(j) Employee Communications. On and after the Effective Date through the Closing Date, all communications (including any website posting) provided to Employees by Seller or any of its Affiliates with respect to employment, compensation or benefits matters addressed in this Agreement to the extent related to the transactions contemplated by this Agreement shall be subject to the prior prompt approval of Buyer, which approval shall not be unreasonably withheld or delayed.

(k) Administrative Coordination and Cooperation. From and after the Closing, the Parties shall coordinate their administrative actions and shall cooperate with each other to ensure that the transactions contemplated by this Section 6.04 are fully consummated.

(l) Updated Census. No later than October 21, 2022, Seller shall provide Buyer with an updated Census which shall include all withholding and deduction information (an "Updated Census"), in a mutually agreed-upon format, reflecting new hires/engagements, terminations or other personnel changes occurring between the Effective Date and October 21, 2022 as permitted pursuant to the terms of this Agreement. On the Closing Date, Seller shall provide Buyer with a final Updated Census, in a mutually agreed-upon format, reflecting new hires/engagements, terminations or other personnel changes occurring between October 21, 2022 and the date immediately prior to the Closing Date.

6.05 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel in writing is legally required to be disclosed; provided, that, Seller shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

6.06 Governmental Approvals and Consents.

(a) Each Party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such Party or any of its Affiliates in order to consummate the transactions contemplated by this Agreement; and (ii) use commercially reasonable efforts (which shall not include the payment of any amount, other than filing fees) to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities and third-parties that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the Ancillary Documents. Each Party shall cooperate fully with the other Party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders, and approvals. The Parties hereto shall not willfully take any action (except the failure to pay any amount, other than filing fees) that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals. Each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(b) Seller and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third-parties that are described in Section 4.03 of the Disclosure Schedules.

(c) The covenants and obligations set forth in this Section 6.06 shall not apply to the process related to the obtaining any consent or approval required under any (i) Liquor Licenses which shall be governed by the provisions of Section 6.07, and (ii) Antitrust Laws which shall be governed by the provisions of Section 6.08.

6.07 Liquor Licenses.

(a) As promptly as practicable, Buyer and Seller shall use commercially reasonable efforts to effect the transfer of the Liquor Licenses issued by the State of Florida's

Division of Alcoholic Beverages & Tobacco ("DABT") including cooperating in providing and executing such documents as are necessary to effectuate the transfer of the Liquor Licenses and to calculate any transfer fees. The filing fees and all other costs for filing and other fees payable to a Governmental Authority as a result of the transactions contemplated by this Section 6.07 shall be borne by Buyer.

(b) Buyer shall complete, execute, and file with the DABT all necessary applications (i) for transfer of the Liquor Licenses to Buyer, and (ii) obtain, no later than the Closing Date, temporary liquor licenses in the name of Buyer (the "Temporary Liquor Licenses"). Seller agrees to furnish to Buyer a completed Section 13 of the DBPR ABT-6002 Form (the "Liquor License Transfer Form"), duly executed by an individual on file with the DABT who is authorized to execute such form on behalf of Seller, for each Liquor License in order for Buyer to obtain the Florida Department of Revenue's (the "DOR") completion of the Sales Tax portion of Section 5 of the Liquor License Transfer Form for each Liquor License. In the event the DOR refuses to complete the Sales Tax portion of Section 5 of the Liquor License Transfer Form for each Liquor License 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 obtain and provide to Buyer a Certificate of Compliance from the DOR issued under Subsection 213.758(4)(a)1.a. of the Florida Statutes for Seller's tax accounts with DOR associated with the operation of the Business, evidencing the necessary clearance for Buyer to obtain the DOR's completion of the Sales Tax portion of Section 5 of the Liquor License Transfer Form for each Liquor License.

(c) In the event that this Agreement is terminated pursuant to ARTICLE IX and Buyer has filed an application or otherwise commenced the process to transfer the Liquor Licenses, Buyer shall withdraw all such applications and cease all other activities with respect to the Liquor Licenses.

(d) Notwithstanding any other provision of this Agreement, the liquor Inventory at the Business shall be transferred to Buyer, only in such manner as complies with applicable alcoholic beverage control laws and the terms of the Liquor Licenses.

6.08 Approval of Antitrust Authorities and Other Regulatory Matters.

(a) As promptly as practicable, but in no event later than ten (10) Business Days after the Effective Date, Buyer and Seller shall each make a filing of a notification and report form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement, unless Buyer and Seller mutually agree in writing that such filings should not be made or should be made on a different date. Each Party shall respond as promptly as practicable to all requests or inquiries received from any Governmental Authority for additional documentation or information relating to the transactions contemplated hereby. The filing fees with respect to notifications under the HSR Act and all other costs for filing and other fees payable to a Governmental Authority as a result of the transactions contemplated hereby shall be borne by Buyer.

(b) Buyer shall not, and shall cause its Affiliates not to, acquire or agree to acquire, by merging with or into or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any Person or division thereof,

or otherwise acquire or agree to acquire any assets, if the entering into of a definitive agreement relating to, or the consummation of such acquisition, merger or consolidation could reasonably be expected to: (i) delay the obtaining of, or increase the risk of not obtaining, any consents or approvals of any Governmental Authority necessary to consummate the transactions contemplated hereby or the expiration or termination of any applicable waiting period; (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated hereby; (iii) increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) delay or prevent the consummation of the transactions contemplated hereby.

(c) Each Party hereto shall use its commercially reasonable efforts to resolve such objections, if any, as may be asserted with respect to the transactions contemplated by this Agreement under any Antitrust Law and to obtain the approval of the Antitrust Authorities. Without limiting the generality of the foregoing, with respect to this Section 6.08(c), "commercially reasonable efforts" shall include: (i) in the case of each of Buyer and Seller, if Buyer or Seller receives a formal request for additional information or documentary material from an Antitrust Authority, complying with such formal request as promptly as practicable following the date of its receipt thereof; and (ii) in the case of Buyer only, taking or agreeing to take, at its sole cost, all actions necessary or advisable to obtain the approval of the Antitrust Authorities as promptly as practicable and, in any event, so as to permit the Closing to occur before the Outside Date, including, if necessary, offering, negotiating and effecting by consent agreement or order, hold separate arrangement, undertaking or otherwise, the divestiture of assets, or undertaking of any form of behavioral remedy, action or commitment.

(d) To the extent permitted by applicable Law, each Party hereto shall promptly inform the other Party of any material communication made by such Party to, or received by such Party from, any Antitrust Authority or any other Governmental Authority regarding any of the transactions contemplated hereby, and shall provide each other with advance copies and reasonable opportunity to comment on all notices, applications, submissions (including as contemplated in Section 6.08(a)) responses, filings, information and correspondence supplied to or filed with any Antitrust Authority or any Governmental Authority relating to the transactions contemplated hereby (except for information which Seller or Buyer, acting reasonably, considers highly confidential and competitively sensitive, which shall only be provided to outside counsel of such other Party on a confidential and privileged basis). Neither Buyer, on one hand, nor Seller, on the other hand, shall participate in any meeting (online, by phone, in person or otherwise) with any Antitrust Authority or Governmental Authority relating to the transactions contemplated hereby without first giving the other a reasonable opportunity to participate.

6.09 Environmental Permits. Seller and Buyer shall cooperate with each other and, as promptly as practicable after the date of this Agreement use commercially reasonable efforts to obtain the transfer or reissuance to Buyer of all necessary Environmental Permits. The Parties shall respond promptly to any requests for additional information made by environmental agencies, use their respective commercially reasonable efforts to participate in any hearings, settlement proceedings or other proceedings ordered with respect to applications to transfer or reissue such Environmental Permits, and use respective commercially reasonable efforts to cause regulatory approval to be obtained at the earliest possible date after the date of filing. Each Party will bear its own costs of the preparation and review of any such filing. Seller and Buyer shall have the right to review in advance all characterizations of the information relating to the transactions

contemplated by this Agreement which appear in any filing made in connection any filings to transfer the Environmental Permits and the filing Party shall consider in good faith any revisions reasonably requested by the non-filing Party.

6.10 Cooperation with Debt Financing.

(a) From the Effective Date until the earlier of (i) the Closing Date, and (ii) the termination of this Agreement in accordance with its terms, Seller shall, and shall use commercially reasonable efforts to cause each of its Representatives to, use commercially reasonable efforts to provide Buyer, at Buyer's sole cost and expense, all cooperation reasonably requested by Buyer in connection with the arrangement and consummation of any debt financing to be incurred on the Closing Date in connection with the transactions contemplated hereby (the "Debt Financing"), including:

(i) participating in a reasonable number of meetings (including customary one-on-one meetings), presentations, sessions with prospective lenders and with rating agencies and due diligence sessions (including accounting due diligence sessions) and assisting with the preparation of the information and business projections and similar documents required in connection with any Debt Financing;

(ii) furnishing Buyer and the Debt Financing Sources with (A) all financial statements, financial data, audit reports and other information regarding the Business and the Purchased Assets required pursuant to, or reasonably necessary to create customary pro forma financial statements together with customary authorization letters (including customary representations with respect to accuracy of information) authorizing the distribution of such information; and (B) such other pertinent and customary information regarding the Business and the Purchased Assets as may be reasonably requested by Buyer to the extent that such information is of the type and form customarily included in a bank information memoranda;

(iii) provide reasonable assistance with the preparation, execution and delivery of documents as may be reasonably requested by Buyer as are required in connection with the Debt Financing, including (A) definitive documentation related to the Debt Financing, (B) documents relating to the repayment of the Estimated Seller Indebtedness at Closing, and the release of related Encumbrances, including customary payoff letters and (C) agreements, documents or certificates that facilitate the creation, perfection or enforcement of Encumbrances securing the Debt Financing as reasonably requested by Buyer or the Debt Financing Sources; provided such agreements and pledges do not become effective until the Closing; and

(iv) provide reasonable assistance with Buyer's preparation of documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT ACT and regulations regarding beneficial ownership (in each case, which shall be provided no later than three (3) Business Days prior to the Closing to the extent requested at least ten (10) Business Days prior to the Closing).

(b) Buyer shall, promptly upon written request by Seller, reimburse Seller for all reasonable and documented out-of-pocket costs incurred by Seller in connection with such cooperation. Nothing in this Section 6.10(b) will require Seller or any of its Affiliates to (i) waive or amend any terms of this Agreement or agree to pay any fees or reimburse any expenses in connection with the Debt Financing for which it has not received prior reimbursement or is promptly reimbursed or is not otherwise indemnified by or on behalf of Buyer; (ii) execute prior to the Closing any definitive agreement with respect to the Debt Financing that are not contingent upon the Closing or that would be effective prior to the Closing; (iii) give any indemnities in connection with the Debt Financing; or (iv) take any action that, in the good faith determination of Seller, would unreasonably interfere with the conduct of the Business. In addition, neither Seller nor any of its Affiliates will be required to take any action pursuant to any certificate, agreement, arrangement, document or instrument (other than customary representation letters and authorization letters (including with respect to the presence or absence of material non-public information and the accuracy of the information contained in the disclosure and marketing materials related to the Debt Financing)) that is not contingent on the occurrence of the Closing or that must be effective prior to the Effective Time. Seller, its Affiliates and representatives will be indemnified and held harmless by Buyer from and against any and all Losses, interest, awards, judgments, penalties and amounts paid in settlement suffered or incurred by them in connection with their cooperation in arranging the Debt Financing pursuant to this Agreement or the provision of information utilized in connection therewith, except to the extent suffered or incurred as a result of the gross negligence or willful misconduct of such Person.

6.11 Financing.

(a) Buyer shall use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the proceeds of the Financing at or prior to the Closing on terms and conditions described in the Capital Commitment Letter, including using reasonable best efforts to (i) maintain in effect the Capital Commitment Letter in accordance with the terms and subject to the conditions thereof until the initial funding of the Financing; (ii) if all of the conditions to the Financing and in Section 7.02 of this Agreement have been satisfied or waived, consummate the Financing to the extent necessary to consummate the transactions contemplated hereby; (iii) comply with its obligations pursuant to the Capital Commitment Letter; and (iv) enforce its rights under the Capital Commitment Letter.

(b) Subject to the terms and conditions of this Agreement, Buyer will not permit any amendment or modification to be made to, or any waiver of any material provision or remedy pursuant to, or any replacement of, the Capital Commitment Letter if such amendment, modification, waiver or replacement would (i) reduce the aggregate amount of the Financing, together with other financial resources of Buyer (including Buyer's cash on hand), below the Required Financing Amount; (ii) impose new or additional conditions to the receipt of the Financing or otherwise expand, adversely amend or modify any of the conditions to the receipt of the Financing in a manner that would reasonably be expected to (A) materially delay or prevent the Closing; or (B) make the timely funding of the Financing, or the satisfaction of the conditions to obtaining the Financing, less likely to occur when required pursuant to the terms hereof; or (iii) materially and adversely impact the ability of Buyer or Seller, as applicable, to enforce its rights against the Tribe under the Capital Commitment Letter. Buyer will promptly provide Seller with

copies of any material amendment, modification, waiver or replacement of the Capital Commitment Letter made in accordance with this Section 6.11(b).

(c) Buyer shall, from time to time at the reasonable request of Seller, keep Seller reasonably informed of the status of Buyer's efforts to consummate the Financing. Without limitation of the foregoing, Buyer shall give Seller prompt (and in any event, within two (2) Business Days) written notice (i) of any material breach or material default by any party to the Capital Commitment Letter of which Buyer becomes aware, (ii) if and when Buyer become aware that all or any portion of the Financing contemplated by the Capital Commitment Letter to consummate the Transaction may not be available on the terms and conditions contemplated in the Capital Commitment Letter, and (iii) of the receipt of any written notice or other written communication from any Person with respect to any (A) material breach, material default, termination or repudiation by any party to the Capital Commitment Letter or (B) material dispute or disagreement between or among any parties to the Capital Commitment Letter. As soon as reasonably practicable, but in any event, within two (2) Business Days following delivery by Seller to Buyer of written request therefor, Buyer shall provide any information reasonably requested by Seller relating to any circumstance referred to in clause (i), (ii) or (iii) of the immediately preceding sentence. Notwithstanding the foregoing, in no event will Buyer be under any obligation to disclose any information that is subject to applicable legal privileges (including the attorney-client privilege) or binding obligation of confidentiality to a third-party.

6.12 Investigation by Buyer; Seller's Liability.

(a) Buyer acknowledges and agrees that (i) it has conducted its own independent investigation, verification, review and analysis of the business, operations, properties, liabilities, results of operations, financial condition and prospects of the Business, the Purchased Assets and Assumed Liabilities, (ii) it and its Representatives have been provided access to the Data Room, and a reasonable amount of time to consider the content of the Data Room, it has participated in presentations by Seller's management and has visited the Premises, and (iii) in entering into this Agreement and the other Ancillary Documents, it is relying solely upon the aforementioned investigation, review and analysis and is not relying on any representations, warranties, statements or opinions of Seller or its respective Representatives (except for the specific representations and warranties of Seller set forth in ARTICLE IV).

(b) Buyer acknowledges that neither Seller, its respective Affiliates nor any of its or their respective shareholders, partners, members, or Representatives make or has made, nor has Buyer relied on, any oral or written representation or warranty, either express or implied, as to the accuracy or completeness of any of the information (including any estimates, projections, forecasts, operating plans or budgets concerning financial or other information relating to the Business, the Purchased Assets and the Assumed Liabilities and including for greater certainty the Confidential Information Presentation) provided or made available to it or its Representatives (including in materials furnished in the Data Room, in the Confidential Information Presentation and in presentations by Seller's management) or regarding any pro-forma financial information, financial projections, or other forward-looking statements (except for the specific representations and warranties of Seller set forth in ARTICLE IV).

(c) Neither Seller, any Affiliate thereof, or any of their respective shareholders, partners, members or Representatives shall have any liability, obligation or responsibility whatsoever to Buyer (including in contract or tort, as a fiduciary, under any applicable Law or otherwise), based upon any information (including any estimates, projections, forecasts, operating plans or budgets concerning financial or other information relating to the Business, the Purchased Assets and the Assumed Liabilities and including for greater certainty the Confidential Information Presentation) provided or made available, or statements made (including in materials furnished in the Data Room, in the Confidential Information Presentation and in presentations by Seller's management), except that the foregoing limitations shall not apply to Seller insofar as it has made the specific representations and warranties set forth in ARTICLE IV.

6.13 Books and Records.

(a) In order to facilitate (i) the resolution of any claims made against or incurred by Seller prior to the Closing, (ii) the preparation of Tax returns and financial statements, (iii) the management and handling of Tax audits, for a period of seven (7) years after the Closing, Buyer shall: (x) retain the Books and Records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and (y) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) In order to facilitate (i) the resolution of any claims made against or incurred by Buyer after the Closing, (ii) the preparation of Tax returns and financial statements, (iii) the management and handling of Tax audits, for a period of seven (7) years following the Closing, Seller shall: (x) retain the books and records (including personnel files) of Seller which relate to the Business and its operations for periods prior to the Closing; and (y) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

(c) Neither Buyer nor Seller shall be obligated to provide the other Party with access to any books or records (including personnel files) pursuant to this Section 6.13 where such access would violate any Law.

6.14 Closing Conditions. From the Effective Date until the Closing, subject to Section 6.08, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in ARTICLE VII hereof.

6.15 Public Announcements. None of the Parties hereto shall, and each Party hereto shall cause its respective Affiliates, and use its commercially reasonable efforts to cause its representatives not to, issue or make, or cause to have issued or made, any public release or announcement concerning this Agreement or the transactions contemplated hereby, without the advance written consent of the form and substance thereof by the other Party, except as required

by any applicable Law or stock exchange requirement (in which case, so far as possible, there shall be consultation among the Parties prior to such announcement).

6.16 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

6.17 Receivables. From and after the Closing, if Seller or any of its Affiliates receives or collects any funds relating to any Accounts Receivable or any other Purchased Asset, Seller or its Affiliate shall remit such funds to Buyer within five (5) Business Days after its receipt thereof. From and after the Closing, if Buyer or its Affiliate receives or collects any funds relating to any Excluded Asset, Buyer or its Affiliate shall remit any such funds to Seller within five (5) Business Days after its receipt thereof.

6.18 House Cash. From the Effective Date through the Closing, Seller shall cause the Business to maintain an amount of House Cash that (i) is consistent with historical operations in the Ordinary Course of Business and (ii) meets or exceeds the minimum levels required under applicable Laws regarding operation of the Business.

6.19 Transfer Taxes; Allocation; Cooperation.

(a) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Ancillary Documents (including any real property transfer Tax, surtax, and any other similar Tax) (such Taxes, collectively, "Transfer Taxes") shall be borne by Seller. The Party responsible under applicable Law for filing any Tax Return or other document with respect to such Transfer Taxes shall, at its own expense, prepare and timely file any such Tax Return or other document with respect to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes. The other Party shall cooperate with respect thereto as necessary.

(b) Allocation. With respect to Taxes imposed on a periodic basis for a period that includes, but does not end on, the Closing Date, such Taxes shall be allocated ratably on a daily basis to the extent not based on income, receipts or expenses, and to the extent based on income, receipts or expenses, shall be allocated based on a closing of the books method as of the close of business on the day before the Closing Date. Notwithstanding anything to the contrary in this Agreement, in the case of any real or personal property Taxes (or other similar Taxes) attributable to the Purchased Assets where the applicable Tax Returns cover a taxable period commencing before the Closing Date and ending thereafter, Buyer shall prepare such Tax Returns consistent with past practice, provide Seller with a copy of each such Tax Return at least twenty (20) days prior to the due date to the extent any Tax on such Tax Return relates to that portion of the taxable period ending before the Closing Date, and consider in good faith any reasonable comments provided by Seller.

(c) Cooperation. Buyer and the Seller will cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the preparation and filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes, in each case with

respect to the Purchased Assets or the Business. Such cooperation will include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such audit, litigation, or other proceeding or preparing or filing any Tax Return, and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. All refunds for Taxes with respect to the Business or Purchased Assets for Pre-Closing Tax Periods shall be for the benefit of the Seller, and the Buyer and its Affiliates shall within five (5) days of receipt of any such refund (or credit in lieu of a refund), pay to the Seller any such refund or credit. To the extent reasonably requested by Seller, Buyer agrees to use reasonable best efforts to apply for any such Tax refunds that may be available for the benefit of Seller.

6.20 Further Assurances. Following the Closing, each of the Parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Ancillary Documents.

6.21 RWI Policy. Buyer acknowledges that Seller has entered into this Agreement in reliance on the fact that Buyer has, prior to or upon the Effective Date, obtained a conditional binder for the RWI Policy, which expressly provides that the insurer thereunder shall not have or pursue any subrogation rights or any other claims against Seller, its respective Affiliates and their related parties, except in the case of Fraud by such person, in connection with any claim made under the RWI Policy, which makes Seller, its respective Affiliates and their related parties third-party beneficiaries of such provision. Accordingly, and notwithstanding any provision to the contrary in this Agreement, without the prior written consent of Seller following the Closing, Buyer shall ensure that the RWI Policy is in effect and not amended, waived or varied in any manner that is adverse to Seller, its Affiliates and their related parties, without the prior written consent of Seller.

6.22 Title and Survey Matters.

(a) Based on the Title Commitment and Buyer's Survey previously obtained by Buyer prior to the Effective Date, Seller has agreed to take the following actions at or prior to Closing (the "Agreed Cure Items"):

(i) with respect to Schedule B I requirements of the Buyer's Title Commitment: 3, 4(a), 5, 6, 7, 8, 13; and

(ii) with respect to Schedule B-II Exceptions of Buyer's Title Commitment: Seller will provide the Title Affidavit to enable the Title Company to delete the applicable standard exceptions (including exceptions 3 and 5).

Subject to the express provisions of this Agreement to the contrary, for the avoidance of doubt, other than the Agreed Cure Items, Seller is not required to take any actions concerning any other Schedule B I requirements of Buyer's Title Commitment, any other Schedule B II exceptions of Buyer's Title Commitment (except for Required Removal Exceptions, if any).

(b) Buyer and Seller shall forward a copy of any updates to the Title Commitment and updates to the Buyer's Survey to such other party's attorneys promptly upon receipt. Buyer shall bear the cost of any updates, examinations of title commissioned by, or on behalf of, Buyer or any mortgagee and of any owner's or, if elected by Buyer, mortgagee's policy of title insurance to be issued upon or after the Closing insuring the fee interests of Buyer in the Premises, as well as all other title charges, or recording charges, except as set forth in Section 6.22(c).

(c) If (A) an update to the Title Commitment shall reveal or disclose any defects, objections or exceptions in the Premises that are not shown in Buyer's Title Commitment and are not Permitted Encumbrances ("Title Objections") or (B) any updates received by Buyer to Buyer's Survey shall reveal or disclose any encroachments or other physical conditions on or affecting any of the Premises that are not shown in Buyer's Survey and are not Permitted Encumbrances ("Survey Objections"), then, within five (5) Business Days after Buyer's receipt of such update first revealing any such Title Objection or Survey Objection, but in no event later than one (1) day prior to the scheduled Closing Date, Buyer shall notify Seller of such Title Objections and Survey Objections in writing (provided that Buyer shall not be required to object to Required Removal Exceptions and failure to do so shall not impair Seller's obligation to remove the same in accordance with the terms of this Agreement). If Buyer does not notify Seller in writing of any such Title Objections or Survey Objections that are not Required Removal Exceptions in accordance with the timing set forth in this Section 6.22(c), then Buyer shall be deemed to have accepted the state of title to the Premises reflected in the Title Commitment update and Survey update most recently delivered to Buyer and to have waived any claims or defects which it might otherwise have raised with respect to the matters reflected therein and other than Required Removal Exceptions for which no objection is required, the same shall be and shall be deemed to be Permitted Encumbrances for all purposes of this Agreement.

(d) If Buyer raises any Title Objections or Survey Objections, then Seller may, at its election, undertake to eliminate, or cause the Title Company to insure over, such Title Objections and Survey Objections, it being agreed that none of Seller or the Business shall have any obligation to incur any expense in connection with curing such Title Objections and Survey Objections. Notwithstanding the foregoing sentence, Seller shall cure and eliminate all Title Objections and Survey Objections (whether or not raised by Buyer) which are Required Removal Exceptions and Seller, in its discretion, by notice delivered at least three (3) days prior to the Closing Date, may extend the Outside Date for up to sixty (60) days in the aggregate in order to eliminate such Title Objections and Survey Objections.

(e) If Seller is unable to eliminate all such Title Objections and Survey Objections in accordance with the terms of this Agreement, or (at Buyer's election) to obtain, at Seller's cost and expense (with respect to affirmative coverage for such Title Objections only), an endorsement from the Title Company for Buyer insuring over all such Title Objections in form and substance reasonably satisfactory to Buyer, on or before such extended Outside Date, then Buyer shall have the option either to (i) terminate this Agreement by notice given to Seller, in which event the provisions of Section 9.03 shall apply or (ii) (A) with respect to Title Objections and Survey Objections which are Required Removal Exceptions, cause such Required Removal Exception to be satisfied, paid, discharged or cured at Closing and offset against the Estimated Purchase Price the cost of such satisfaction, payment, discharge and/or cure, and (B) with respect

to Title Objections or Survey Objections which are not Required Removal Exceptions, accept the fee interest in the Premises subject to such Title Objections and Survey Objections and receive no credit against or reduction of the Estimated Purchase Price.

(f) From and after the Effective Date, Seller shall not execute any deed, easement, restriction, covenant or other matter adversely affecting title to the Premises (or any part thereof) unless Buyer has received a copy thereof and has approved the same in writing, such consent to be granted or withheld in Buyer's sole discretion.

(g) At Closing, the Title Company shall issue the Title Policy to Buyer, insuring title to the Premises in the form approved (or deemed approved) by Buyer pursuant to, and in accordance with the terms and conditions of, this Section 6.22. Buyer shall be entitled to request that the Title Company provide such further endorsements (or amendments) to the Title Policy as Buyer may reasonably require.

(h) (a) Seller shall cause Hayday, Inc., a Florida corporation ("Hayday"), in its capacity as the fee owner of the real property located at 3825 NW 7th St Miami, Florida 33126 (the "Hayday Property") to covenant not to, and (b) Seller, in its capacity as fee owner of the real properties bound by NW 5th Street on the North, NW 36th Street Ct on the West, NW 3rd Street on the South and NW 37th Street on the East (and together with the Hayday Property, the "Adjacent Property") covenants not to: (i) oppose, (ii) interfere with, or (iii) otherwise attempt to frustrate the rezoning or other re-entitlement or redevelopment of the Owned Real Property by Buyer, in each case so long as such rezoning or other entitlement or redevelopment has (x) no adverse effect (other than to a de minimis extent) on Seller's access to, use, occupancy, enjoyment, and business operations of the jai alai facility under the Jai Alai Facility Lease, and (y) no material adverse effect on Seller's and Hayday's, as applicable, use, occupancy, and quiet enjoyment of the Adjacent Property ("Adjacent Property Rights"); provided, that, for purposes of this clause (y), the demolition, construction and related activities undertaken in connection with the redevelopment of the Owned Real Property shall be deemed not have a material adverse effect on the Adjacent Property Rights so long such construction is undertaken in a commercially reasonable manner. This covenant will survive the Closing. Seller makes no representation or warranty as to whether any ground tenant, space tenant, or other occupant of the Adjacent Property (other than a ground tenant, space tenant, or occupant that is an Affiliate of Seller) would take any such action set forth in subclauses (i) – (iii) above.

6.23 Risk of Loss.

(a) If, prior to the Closing Date, all or any portion of the Premises is permanently taken or rendered unusable for its current purpose by eminent domain, or is the subject of a pending or threatened taking which has not been consummated (a "Condemnation"), or is destroyed or damaged by fire, windstorm, flood or other casualty (a "Casualty"), then Seller shall notify Buyer of such fact promptly after Seller's Knowledge thereof. If such Condemnation or Casualty is a Covered Event (as such term is hereinafter defined), Buyer shall have the option to terminate this Agreement upon notice to Seller given not later than twenty (20) days after receipt of Seller's notice.

(i) No notice given pursuant to the first sentence of Section 6.23(a) shall have any effect on the representations, warranties, covenants, or agreements contained in this Agreement for purposes of determining satisfaction of any term or condition contained herein or the Parties' rights to indemnification hereunder.

(ii) Buyer's failure to give notice to terminate this Agreement pursuant to this Section 6.23(a) shall not, in and of itself, have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of any term or condition contained herein or Buyer's Losses or right to indemnification hereunder and shall not constitute or be deemed to constitute a release or waiver of any kind or character.

(b) If this Agreement is terminated by Buyer pursuant to Section 6.23(a), neither Seller nor Buyer shall have any further rights or obligations to the other hereunder except as set forth herein; provided, that, the Confidentiality Agreement shall survive any termination of this Agreement in accordance with its terms. Until Buyer terminates this Agreement pursuant to Section 6.23(a) in connection with a Condemnation or Casualty that is a Covered Event, Seller shall not have the right to settle any claims related to a Condemnation or Casualty without Buyer's written consent, which consent shall not be unreasonably withheld (except in the case of a Condemnation that is a Covered Event, in which case Buyer may withhold its consent in its sole and absolute discretion). Seller shall cooperate with Buyer to sign all required proofs of loss, assignments of claims and other similar items with regard to a Condemnation or Casualty.

(c) If this Agreement is not terminated or permitted to be terminated pursuant to Section 6.23(a), then, in either case this Agreement shall remain in full force and effect, Buyer shall acquire the Purchased Assets upon the terms and conditions set forth herein and at the Closing:

(i) if the Condemnation awards or insurance proceeds with respect to a Casualty, as the case may be, have been previously paid to Seller prior to Closing (A) at Seller's option to be exercised no later than ten (10) Business Days prior to Closing, either (I) on the Closing Date, Seller shall deliver to Buyer funds equal to the amount of any such award or proceeds on account of such Condemnation or Casualty or (II) Buyer shall receive a credit against the Estimated Purchase Price (as adjusted pursuant to Section 2.07) equal to the amount of any such award or proceeds on account of such Condemnation or Casualty, plus (B) if a Casualty has occurred and such Casualty is an insured Casualty, on the Closing Date, Buyer shall receive a credit against the Estimated Purchase Price (as adjusted pursuant to Section 2.07) equal to the amount of Seller's deductible with respect to such Casualty less an amount equal to the Seller-Allocated Amounts.

(ii) if all or any portion of the Condemnation awards or insurance proceeds with respect to a Casualty, as the case may, have not been paid to Seller prior to Closing, (A) if a Casualty has occurred and such Casualty is an insured Casualty, Buyer shall receive a credit against the Estimated Purchase Price (as adjusted pursuant to Section 2.07) equal to Seller's deductible with respect to such Casualty less an amount equal to the Seller-Allocated Amounts, and (B) Seller shall assign to Buyer at the Closing

(without recourse to Seller) the rights of Seller to, and Buyer shall be entitled to receive and retain, such awards or proceeds.

(d) Seller shall maintain the property insurance coverage currently in effect for the Property or any part thereof, or comparable coverage, in effect through the Closing Date.

(e) For purposes of this Section 6.23, the term "Covered Event" shall mean any Condemnation or Casualty that has rendered, or would make, practically unusable or inaccessible (whether due to impact to means of ingress, egress, vendor access or otherwise) in the Ordinary Course of Business more than ten percent (10%) in the aggregate of the square footage of the floor area of the casino gaming areas within the Improvements.

(f) The provisions of this Section 6.23 supersede the provision of any applicable Laws with respect to the subject matter of this Section 6.23.

6.24 Record Ownership of Intellectual Property Assets. On or before the Closing, Seller shall (at Seller's expense) effect the necessary change of ownership and recordals with all patent, trademark, and copyright offices and domain name registrars and other similar authorities and registrars where, if applicable, any Intellectual Property Assets (i) are still recorded in the name of legal predecessors of Seller or any Person other than Seller or (ii) where the relevant recordals of the patent, copyright, and trademark offices, and domain name registrars, and other similar authorities and registrars with respect to any Intellectual Property Assets are materially incorrect for any other reason.

6.25 Cessation of Use by Seller of Intellectual Property Assets. Immediately following the Closing, Seller and its Affiliates (i) shall have no right, title or interest in or to any Intellectual Property Assets, and (ii) shall immediately cease any and all use of any Intellectual Property Assets.

6.26 Email Records; Auto-Reply; Future Use of Executive Email Addresses.

(a) Email Records. Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 6.26(a), Seller shall have no obligation to deliver to Buyer any emails or electronic mail under a Seller Executive Email Address that were sent or received by a Seller Executive (such emails, the "Seller Executive Emails"). Prior to the Closing Seller shall move and store all Seller Executive Emails in an external hard drive to be maintained by Seller. Seller shall use commercially reasonable efforts consistent with past practice to implement and maintain appropriate technical and organizational measures and security procedures and practices. Seller shall review all Seller Executive Emails received or sent from and after the Effective Date through the Closing Date, to identify all such emails that are related to the Business or Purchased Assets and shall provide any such emails to Buyer upon the Closing Date (other than the content of any emails or electronic mail to the extent related to Excluded Assets or Excluded Liabilities, which, for clarity, shall be redacted by Seller from the Seller Executive Emails prior to the provision of such emails to Buyer); provided, that, either (x) copying a Transferred Employee whose job responsibilities include the subject of such email, or (y) forwarding such email to a Transferred Employee whose job responsibilities include the subject of such email, shall deem such email delivered to Buyer for the purposes hereunder. From and

after the Closing Date and until the date that is seven (7) years from the Closing Date (the "Email Retention Period"), from time to time upon Buyer's request and at no additional cost to Buyer, Seller shall review, identify, and provide to Buyer all emails or electronic mail related to the Business (other than the content of any emails or electronic mail to the extent related to Excluded Assets or Excluded Liabilities, which, for clarity, shall be redacted by Seller from the emails prior to the provision of such emails to Buyer) pertaining to a specific matter identified by Buyer in writing. Seller shall (i) during the Email Retention Period, retain any emails or electronic mail under a Seller Executive Email Address that are related to the Business and not provided to Buyer upon Closing and not delete or remove any such emails or electronic mail, and (ii) for so long as Seller retains any such emails or electronic mail, not use, forward or disclose any such emails or electronic mail (all of which shall be deemed confidential information of Buyer; provided, that, for the avoidance of doubt the content of any email or electronic mail to the extent pertaining to the Excluded Assets or Excluded Liabilities shall remain the property and confidential information of Seller).

(b) Auto-Reply.

(i) From the period beginning on the Closing Date and ending on December 31, 2023 (the "Email Auto-Reply Period"), Buyer shall, at no cost or expense to Seller, set up an auto-reply response to the sender of each email or electronic mail received by a Seller Executive under a Seller Executive Email Address as follows:

> "[***Name of Seller Executive***] can no longer be reached at this email address. If your email is related to Magic City Casino, please send to [***Buyer Email***]. If your email is related to West Flagler Associates, Southwest Florida Enterprises, Magic City Jai-Alai, Battle Court, or other inquiries specifically directed to [***Name of Seller Executive***], please send to [***New Email of Seller Executive***]."

(ii) During the Email Auto-Reply Period, any email or electronic mail received by a Seller Executive under a Seller Executive Email Address shall be returned to sender as undeliverable (or otherwise automatically deleted) and not retained or stored by Buyer on its servers (other than to the extent an employee of Buyer or any of its Affiliates is copied on such email or electronic mail), and to the extent such email or electronic mail is inadvertently retained or stored by Buyer such email will remain the property and confidential information of Seller (other than to the extent relating to the Business or the Purchased Assets; provided, that, for the avoidance of doubt, the content of any email or electronic mail to the extent pertaining to the Excluded Assets or Excluded Liabilities shall remain the property and confidential information of Seller).

(c) Future Use of Seller Executive Email Addresses. Following the expiration of the Email Auto-Reply Period and ending on the expiration of the Email Retention Period, Buyer covenants and agrees that Buyer shall not, and shall cause its Affiliates not to, use a Seller Executive Email Address or assign the use of a Seller Executive Email Address to any Person.

6.27 Reimbursement of Current Capex Project Costs. Seller covenants and agrees (a) to pay any amount owed to a third-party in connection with the completion of the Current Capex

Projects directly, or (b) upon Buyer providing written notice to Seller setting forth the applicable payment instructions and attaching such invoice(s) or statement(s) of the Current Capex Project, Seller shall promptly pay such invoice(s) or statement(s) in accordance with its terms, or, in the event Buyer has previously paid such invoice, reimburse Buyer (or its Affiliate) as set forth in the written notice. From the period beginning on the Closing Date and ending on such date the Current Capex Projects are completed (the "Current Capex Project Period"), Buyer shall not, and shall cause its Affiliates not to, materially deviate or alter the scope of work of a Current Capex Project as of immediately prior to the Closing Date without the prior written consent of Seller. During the Current Capex Project Period, Seller covenants and agrees to use, and shall cause its Affiliates to use, commercially reasonable efforts to assist Buyer and its Affiliates in the completion of the Current Capex Projects, to the extent reasonably requested by Buyer. Promptly following completion of each Current Capex Project, Seller shall obtain and deliver to Buyer final, unconditional lien waivers and, if applicable, other customary releases with respect to each such Current Capex Project.

6.28 Updated Accounting Information. From the Effective Date until the Closing Date, Seller shall prepare, consistent with past practice, and provide to Buyer on a monthly basis, the trial balances of the Business following the completion of such trial balances for each month ended in such period. Five (5) Business Days following the Closing Date, Seller shall prepare, consistent with past practice, and provide to Buyer the trial balances of the Business as of the Closing Date. No later than October 7, 2022, Seller shall prepare and provide Buyer with a detailed chart of accounts and department listing, in a mutually agreed-upon format. No later than October 21, 2022, Seller shall prepare and provide Buyer, in a mutually agreed-upon format: (a) a vendor accounts payable file of the Business setting forth each vendor's name and contact information, and (b) a detailed fixed asset listing of all Inventory, Tangible Personal Property, vehicles, and trailers included in the Purchased Assets with a value of $5,000 or more. As of and from the Effective Date, Seller shall reasonably assist and cooperate with Buyer to effect (upon Closing) a smooth transition of the data used or held for use in, or necessary to conduct, the Business.

ARTICLE VII
CONDITIONS TO CLOSING

7.01 Conditions to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) The filings pursuant to the Antitrust Laws, if any, shall have been made and the waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated by this Agreement under the Antitrust Laws shall have expired or been terminated.

7.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in Section 4.01, Section 4.02, Section 4.04, Section 4.08, Section 4.09(a), Section 4.17(b), and Section 4.22 (the "Seller Fundamental Representations"), the representations and warranties of Seller contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (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 in all respects). The Seller Fundamental Representations shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (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 in all respects).

(b) At the time of the Closing, the Title Company shall be irrevocably committed to issue the Title Policy to Buyer pursuant to the Title Commitment insuring the title to the Premises is vested in Buyer with the same title approved (or deemed approved) pursuant to the terms and conditions of Section 6.22(g) unless due to act or omissions by, through, or under Buyer in violation of this Agreement.

(c) Seller shall have duly performed and complied in all material respects with all agreements and covenants required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

(d) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(e) From the Effective Date, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(f) Buyer shall have received written consent from the applicable Governmental Authority approving the transfer of the Gaming Permits and Licenses to Buyer at the Closing and continued effectiveness thereof.

(g) Seller shall have delivered Buyer duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.02(a).

(h) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.02(a) and Section 7.02(c) have been satisfied (the "Seller Closing Certificate").

(i) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying (i) that attached thereto are true and complete copies of all resolutions adopted by the general partner of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby; (ii) that attached thereto is a certificate of good standing (or equivalent certificate) of Seller from its jurisdiction of organization; and (iii) the names and signatures of the officers of Seller authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(j) Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "FIRPTA Certificate") that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller. For purposes of clarification, a properly executed IRS Form W-9 shall constitute the FIRPTA Certificate.

7.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Buyer contained in Section 5.01, Section 5.02, and Section 5.04 (the "Buyer Fundamental Representations"), the representations and warranties of Buyer contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (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 in all respects). The Buyer Fundamental Representations shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have delivered to Seller duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.02(b).

(d) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied (the "Buyer Closing Certificate").

(e) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying (i) that attached thereto are true and complete copies of all constating or organizational documents of Buyer; (ii) that attached thereto are true

and complete copies of all resolutions adopted by board of directors of Buyer and the Tribal Council of Buyer authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby; (iii) that attached thereto is a true and correct copy of (1) the U.S. Department of Interior-Bureau of Indian Affairs' Final Determination published in the *Federal Register* on June 11, 1984, recognizing the Tribe as a federally recognized Indian tribe, (2) the U.S. Department of Interior-Bureau of Indian Affairs' list of recognized Indian entities published in the *Federal Register* for January 30, 2020, showing that the Tribe is a federally recognized Indian tribe, (3) the Tribe's Constitution and (4) the Tribal Council bylaws; and (iv) the names and signatures of the officers of Buyer authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

ARTICLE VIII
INDEMNIFICATION

8.01 Survival. Subject to the limitations and other provisions of this Agreement, the Buyer Fundamental Representations and the Seller Fundamental Representations shall survive the Closing until the date that is three (3) years following the Closing Date and the other representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is one (1) year from the Closing Date; provided, that, claims of or based on Fraud may be brought until the expiration of the applicable statute of limitations. The covenants and agreements contained in this Agreement requiring performance prior to or as of Closing shall survive the Closing until the date that is one (1) year following the Closing and the covenants and agreements contained in this Agreement requiring performance from and after the Closing shall survive the Closing and shall continue in accordance with their terms.

8.02 Indemnification by Seller. Subject to the other terms and conditions of this ARTICLE VIII, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "Buyer Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) the breach of or inaccuracy in any representation or warranty made by Seller in ARTICLE IV or in any Ancillary Document;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or the Ancillary Documents; or

(c) any Excluded Asset or any Excluded Liability.

8.03 Indemnification by Buyer. Subject to the other terms and conditions of this ARTICLE VIII, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "Seller Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses

incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) the breach of or inaccuracy in any representation or warranty made by Seller in ARTICLE V or in any Ancillary Document;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or

(c) any Purchased Asset or any Assumed Liability.

8.04 Limitation on Seller Indemnification.

[redacted]

8.05 Limitation on Buyer Indemnification.

[redacted]

[redacted]

8.06 Additional Limitations. The indemnification provided for in Section 8.02 and Section 8.03 shall be subject to the following limitations:

(a) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(b) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages.

8.07 Mitigation.

(a) Each Indemnified Party shall use its commercially reasonable efforts to mitigate any Losses after becoming aware of any circumstance that could reasonably be expected to give rise to any Losses that are indemnifiable hereunder, including in the case of Buyer seeking recovery and reasonably pursuing a claim under the RWI Policy to the extent such Losses could reasonably be expected to be recoverable thereunder. Failure of Buyer to recover any such amounts under the RWI Policy, for any reason, shall not create any claim against Seller.

(b) The amount of any Losses for which indemnification is provided under this ARTICLE VIII shall be reduced by any amounts actually recovered by any Indemnified Party under any (i) indemnification or other recovery under any Contract between an Indemnified Party and any Person (other than a Governmental Authority) and (ii) insurance policies with respect to such indemnification claim (including the RWI Policy) (each source named in clauses (i) and (ii), a "Collateral Source"). An Indemnified Party shall use its commercially reasonable efforts to pursue any claims against all Collateral Sources.

(c) If an Indemnified Party has received the payment required under this ARTICLE VIII from the Indemnifying Party in respect of any Losses and later receives proceeds from insurance or payments from a Collateral Source in respect of the same Losses, then such Indemnified Party shall hold such proceeds, payments, or other similar amounts in trust for the benefit of the Indemnifying Party and shall pay to the Indemnifying Party, within thirty (30) days after receipt, an amount equal to the amount of such insurance payments or other recoveries from such Collateral Source actually received by such Indemnified Party, up to the amount of Losses with respect to such claim which the Indemnified Party received under this ARTICLE VIII. Notwithstanding any other provisions of this Agreement, it is the intention of the Parties that no Collateral Source shall be (x) entitled to a benefit it would not be entitled to receive in the absence of the foregoing indemnification provisions, or (y) relieved of the responsibility to pay any claims for which it is obligated.

8.08 Method of Asserting Claims.

(a) A Person claiming indemnification pursuant to this ARTICLE VIII (the "Indemnified Party") in respect of, arising out of or involving a claim or demand made by a third party against the Indemnified Party (a "Third Party Claim") shall deliver notice (a "Claim Notice") to the indemnifying Party (the "Indemnifying Party") within fifteen (15) Business Days after receipt by the Indemnified Party of written notice of the Third Party Claim; provided, however, that the failure to timely give such Claim Notice shall not affect the indemnification provided hereunder, except if and to the extent the Indemnifying Party shall have been prejudiced as a result of such failure. The Claim Notice shall (i) identify the applicable third party, if known, (ii) state in reasonable detail the circumstances giving rise to the Losses, (iii) specify the provision(s) of this Agreement pursuant to which the claim for indemnification is made, and (iv) specify the estimated amount and method of computation of the Losses, if known.

(b) In the case of a Third Party Claim, the Indemnifying Party shall be entitled, upon written notice to the Indemnified Party, to assume and control the defense thereof, within thirty (30) days of receiving the applicable Claim Notice, with counsel selected by the Indemnifying Party; provided, that (i) the Indemnifying Party unconditionally and irrevocably acknowledges in writing that it will indemnify and hold harmless the Indemnified Party with respect to the Third Party Claim, (ii) such Indemnifying Party shall not have the right to assume and control the defense any such Third Party Claim that (A) seeks injunctive relief or specific performance against the Indemnified Party or its Affiliates, (B) the outcome of which would reasonably be expected to have a material impact on the reputation or goodwill of the Indemnified Party, or (C) arises in connection with any penal, criminal or regulatory enforcement Action that is commenced, brought, conducted, tried or heard by or before, or otherwise involving any Governmental Authority, and (iii) such Indemnifying Party shall consult with the Indemnified Party on the defense strategy for such Third Party Claim and keep the Indemnified Party informed of material developments in respect thereof.

(c) If the Indemnifying Party assumes and controls the defense of a Third Party Claim, then (i) the Indemnifying Party shall not be liable to the Indemnified Party for legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof and (ii) the Indemnified Party shall have the right to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party; provided, that, the Indemnifying Party shall control such defense and any settlement (subject to Section 8.08(f)), and further that if in the opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of one counsel to the Indemnified Party including fees for consult by such counsel with local counsel in each jurisdiction for which counsel determines in good faith that local counsel is required.

(d) If the Indemnifying Party does not assume and control the defense of a Third Party Claim within thirty (30) days following a Claim Notice, the Indemnified Party, by notice to the Indemnifying Party, may employ its own counsel and control the defense of the Third Party Claim and the Indemnifying Party shall be liable for the reasonable fees and disbursements of

counsel employed by the Indemnified Party; provided, that, in any such case the Indemnified Party shall diligently and in good faith contest such Third Party Claim.

(e) Whether the Indemnifying Party or the Indemnified Party assumes and controls the defense of any Third Party Claim, the Parties shall, and shall cause their Affiliates and Representatives to, reasonably cooperate in the defense thereof. Such cooperation shall include the retention and provision to the counsel of the controlling Person of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(f) Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 8.08(f). If a firm offer is made to settle a Third Party Claim and if such settlement (i) constitutes a complete and unconditional discharge and release of the Indemnified Party, and (ii) provides for no relief other than the payment of monetary damages by the Indemnifying Party and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within fifteen (15) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim.

(g) If the Indemnified Party has assumed the defense pursuant to Section 8.08(b), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(h) If an Indemnified Party has a claim against any Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver notice (an "Indemnity Notice") within thirty (30) days after the Indemnified Party has Knowledge of such claim; provided, however, that failure to timely give such Indemnity Notice shall not affect the indemnification provided hereunder, except if and to the extent the Indemnifying Party shall have been prejudiced as a result of such failure. The Indemnity Notice shall (i) state in reasonable detail the circumstances giving rise to the Losses, (ii) specify the provision(s) of this Agreement pursuant to which the claim for indemnification is made, and (iii) specify the estimated amount and method of computation of the Losses, if known. If the Indemnifying Party disputes its liability with respect to such claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute, and if not resolved through negotiations within thirty (30) days, the Indemnified Party may commence an Action in connection therewith.

8.09 Manner of Payment.

(a) All obligations owed to Buyer pursuant to Section 8.02 shall be satisfied, after giving effect to the applicable requirements and limitations set forth in this ARTICLE VIII,

including in Section 8.04, Section 8.06, and Section 8.07, within five (5) Business Days following the final determination of the claim giving rise to such obligation, by wire transfer of immediately available funds to one or more accounts designated in writing by Buyer.

(b) All obligations owed to Seller pursuant to Section 8.03 shall be satisfied, after giving effect to the applicable requirements and limitations set forth in this ARTICLE VIII, including in Section 8.05, Section 8.06, and Section 8.07, within five (5) Business Days following the final determination of the claim giving rise to such obligation, by wire transfer of immediately available funds to one or more accounts designated in writing by Seller.

8.10 No Duplicative Recovery, Etc.

No Indemnified Party is entitled to be indemnified for any Losses (other than Losses arising from Fraud) arising under this ARTICLE VIII or any Ancillary Document to the extent such Losses (a) are included in the calculation or determination of Final Working Capital, Final Net House Cash, Final Seller Indebtedness, or Final Seller Transaction Expenses under Section 2.07(c), or (b) arise from any matter for which the Indemnified Party is required to indemnify the Indemnifying Party pursuant to Section 8.02 or Section 8.03, as applicable, or otherwise resulting from the breach of any covenant or agreement with respect to obligations to be performed by the Indemnified Party set forth in this Agreement.

8.11 Materiality Qualifiers. Notwithstanding anything to the contrary in this Agreement, for purposes of determining (a) whether a breach of a representation or warranty exists for purposes of this Agreement or any Ancillary Document, and (b) the amount of Losses arising from any breach for which an Indemnified Party is entitled to indemnification under this Agreement, each representation and warranty in this Agreement or any Ancillary Document shall be read without regard to and without giving effect to any Materiality Qualifier (as if such Materiality Qualifier were deleted from such representation or warranty or Ancillary Document and from the definition of any defined term used therein), other than the term "Material Adverse Effect" in Section 4.05 and "Material Contract."

8.12 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Estimated Purchase Price, as adjusted pursuant to Section 2.06, for Tax purposes, unless otherwise required by Law.

8.13 Exclusive Remedies. Except (a) for any equitable remedies of the Parties expressly provided herein (including pursuant to Section 10.13), (b) as provided in Section 2.06, (c) for any rights under the RWI Policy against the insurer(s) providing the same, and (d) for claims with respect to Fraud, 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 or agreement 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 VIII. Nothing in this Section 8.13 shall

limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any Person's fraudulent, criminal or intentional misconduct.

ARTICLE IX
TERMINATION

9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

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

(b) by either Buyer or Seller, upon written notice to the other Party, if:

(i) the Closing has not occurred by the Outside Date; provided, that, (A) the right to terminate under this Section 9.01(b)(i) shall not be available to any Party whose breach of its obligations, covenants, representations, or warranties has been the primary cause of the failure to consummate the transactions by the Outside Date; and (B) if the Closing has not occurred by the Outside Date solely as a result of a failure to obtain any consent, authorization, order, or approval of any Governmental Authority with respect to the Gaming Permits and Licenses, then the Outside Date shall be automatically extended to the date that is one hundred fifty (150) days following the Effective Date.

(ii) any Governmental Authority shall have issued a Governmental Order or taken any other action permanently enjoining, restraining or otherwise prohibiting the Transactions and such Governmental Order or other action shall have become final and non-appealable; provided, however, neither Buyer nor Seller may terminate this Agreement pursuant to this Section 9.01(b)(ii) if such Party substantially contributed to the issuance of such order or judgment or if such Party is in material breach of this Agreement at such time; or

(iii) there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the other Party that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure has not been cured by such other Party within thirty (30) days after the receipt of written notice from Buyer or Seller, as applicable, specifying such breach.

9.02 Buyer Termination Fee. In the event this Agreement is terminated by (i) Seller pursuant to Section 9.01(b)(i) or Section 9.01(b)(iii), or (ii) Buyer pursuant to Section 9.01(b)(i) and at such time Seller was entitled to terminate this Agreement pursuant Section 9.01(b)(i) or Section 9.01(b)(iii), Buyer shall pay to Seller a fee equal to three and five tenths percent (3.5%) of the Cash Consideration (the "Buyer Termination Fee"), it being understood that in no event shall Buyer be required to pay the Buyer Termination Fee on more than one occasion. Each of the Parties agree that the Buyer Termination Fee is not a penalty but is liquidated damages in a reasonable amount that will compensate Seller in circumstances in which the Buyer Termination Fee is payable, which amount would otherwise be impossible to calculate with precision. The Buyer

Termination Fee shall be payable in immediately available funds by wire transfer no later than three (3) Business Days after the termination described in this Section 9.02.

9.03 Effect of Termination. If this Agreement is terminated by any Party hereto pursuant to Section 9.01, this Agreement shall forthwith terminate and have no further force and effect and no Party shall have any liability hereunder; provided, however, that no such termination shall relieve any Party from any liability for any and all Losses suffered by Buyer or Seller, as applicable, as a result of (a) any willful and material breach of this Agreement by that Party or (b) Fraud. Notwithstanding the foregoing, (i) ARTICLE I (Definitions), Section 6.05 (Confidentiality), the last sentence of Section 6.07(c) (Liquor Licenses), the last sentence of Section 6.08(a) (HSR Act and Governmental Authority Filing Fees), Section 6.12 (Investigation by Buyer; Seller's Liability), Section 6.15 (Public Announcements), ARTICLE IX (Termination), and ARTICLE X (Miscellaneous) shall survive such termination indefinitely; and (ii) nothing in this Section 9.03 shall be deemed to release any Party hereto from any liability for any breach by such Party of the terms of this Agreement prior to termination or thereafter with respect to any Section of this Agreement that survives the Closing.

ARTICLE X
MISCELLANEOUS

10.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred; provided, however, (a) Seller shall pay all amounts payable to Macquarie Capital (USA) Inc., (b) Buyer shall pay all amounts payable to Innovation Capital, LLC, (c) Buyer and Seller each shall pay an amount equal to [redacted] with respect to the RWI Policy (Seller's portion thereof being referred to as the "Seller RWI Policy Expenses"), (c) Buyer shall pay all filing fees with respect to notifications under the HSR Act and all other costs for filing and other fees payable to a Governmental Authority as a result of the transactions contemplated hereby, (d) Seller shall pay all fees, expenses, and all other costs payable to the Title Company with respect to the Title Policy, (e) Seller shall pay all of all Transfer Taxes, and (f) Seller, on the one hand, and Buyer, on the other hand, shall each pay fifty percent (50%) of all fees and expenses of the Escrow Agent under the Escrow Agreement.

10.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment) or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications

must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.02):

If to Seller:

West Flagler Associates, Ltd.
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
E-mail: [redacted]

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

Akerman LLP
201 E. Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 3330
Attention: Tamara Malvin
Edward Ristaino
Eric Rapkin
E-mail: tamara.malvin@akerman.com
edward.ristaino@akerman.com
eric.rapkin@akerman.com

If to Buyer:

PCI Gaming Authority d/b/a Wind Creek Hospitality
303 Poarch Rd.
Atmore, AL, 36502
Attention: James Dorris
Arthur Mothershed
Lori Stinson
E-mail: [redacted]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001-8602
Attention: Howard L. Ellin
Thaddeus P. Hartmann

Email: Howard.Ellin@skadden.com
Thaddeus.Hartmann@skadden.com

10.03 Interpretation.

(a) For purposes of this Agreement, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) To the extent any terms and provisions of a Conveyance Document conflict or are inconsistent with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall supersede.

10.04 Headings Schedules.

(a) Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

(b) The specification of any dollar amount in the representations or warranties contained in this Agreement or the inclusion of any specific item in any Disclosure Schedules hereto is not intended to imply that such amounts, or higher amounts, or the items so included or other items, are material, and Buyer shall not use or assert the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedules is material for the purposes of this Agreement.

(c) A disclosure in any particular Section of the Disclosure Schedules will be deemed adequate to disclose another exception to a representation or warranty made herein if the disclosure describes the exception so that any exception to any such other representation or warranty is reasonably apparent on its face or is otherwise expressly cross-referenced. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No reference in the Disclosure Schedules shall be construed as an admission or indication by any Party

to any third-party of any matter whatsoever, including that such agreement or document is enforceable or currently in effect or that there are any obligations remaining to be performed or any rights that may be exercised under such agreement or document, except as otherwise explicitly set forth in this Agreement. No disclosure relating to any possible breach or violation of any agreement, Law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. The sections of the Disclosure Schedules are qualified in their entirety by reference to the provisions of this Agreement, and are not intended to constitute, and shall not be construed as constituting, representations, warranties, covenants or obligations of the Parties, except as and to the extent provided in this Agreement.

10.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.06 Entire Agreement. This Agreement and the Ancillary Documents constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

10.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, and any attempt to do so will be void; provided, that, Buyer may assign, delegate or otherwise transfer its rights and obligations under this Agreement to its lenders (including the Debt Financing Sources) as collateral security for its obligations under its secured debt financing arrangements (including the Debt Financing) (provided, that, in either case, such assignment, delegation or transfer shall not relieve Buyer from its obligations hereunder). No assignment shall relieve the assigning Party of any of its obligations hereunder.

10.08 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; provided, however, that the Debt Financing Sources and their Representatives are intended third-party beneficiaries of, and may enforce, this Section 10.08, Section 10.07, Section 10.09, Section 10.10, Section 10.13 and Section 10.16(b).

10.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by

any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Notwithstanding anything to the contrary in this Section 10.09, none of this Section 10.09, Section 10.07, Section 10.08, Section 10.10, Section 10.14 or Section 10.16(b) (nor any provision of this Agreement to the extent an amendment, modification, waiver or termination of such provision would modify the substance of any of the foregoing Sections) may be amended, modified, waived or terminated in a manner that is adverse to the interests of the Debt Financing Sources without the prior written consent of such Debt Financing Sources.

10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction); provided, however, that in any action brought against any of the Debt Financing Sources pursuant to this Agreement, the foregoing shall be governed by, and construed in accordance with, the laws of the State of New York, including its statutes of limitation, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED ONLY IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, TO THE EXTENT SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE SUPERIOR COURT OF THE STATE OF DELAWARE), OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE (EACH, A "DELAWARE COURT"), AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; PROVIDED, THAT, EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO SUBMIT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURT SITTING IN THE STATE OF NEW YORK, BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK FOR ANY LITIGATION AGAINST THE DEBT FINANCING SOURCES, INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THE DEBT FINANCING OR THE PERFORMANCE THEREOF. EACH OF THE PARTIES HERETO AGREES THAT IT WILL NOT BRING OR SUPPORT ANY ACTIONS AGAINST THE DEBT FINANCING SOURCES, INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THE DEBT FINANCING OR THE PERFORMANCE THEREOF, IN ANY FORUM OTHER THAN EXCLUSIVELY IN THE STATE OR FEDERAL COURT SITTING IN THE STATE OF NEW YORK, BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK.

SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH 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, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE DEBT FINANCING AND ANY ACTION AGAINST OR INVOLVING ANY DEBT FINANCING SOURCE). EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

10.11 Limited Waiver of Sovereign Immunity.

(a) The waiver of sovereign immunity set forth in this Section 10.11 is for the limited purpose of permitting any Action of any kind, whether in contract or tort, statutory or common law, legal or equitable, of any nature (inclusive of claims and counterclaims, actions for equitable or provisional relief, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) now existing or hereafter arising, directly or indirectly, out of, relating to, in connection with or in any way pertaining to this Agreement or any Ancillary Document, and enforcing any judgments, awards and orders, whether arising in law or in equity, rendered pursuant to the terms and conditions of this Agreement and the Ancillary Documents, and including, for the avoidance of doubt, any indemnification claims under Article VIII, and any claims or other causes of action alleging Fraud or Willful Breach by Buyer in connection with this Agreement, the Ancillary Documents or the transactions contemplated hereby and thereby ("Legal Proceedings"). Each Party acknowledges that Buyer is an instrumentality of the Tribe, and, as such, it possesses sovereign immunity from Legal Proceedings. Nothing in this Agreement shall be deemed to be a waiver of Buyer or any of Buyer's Affiliates' and their respective Representatives' sovereign immunity from Legal Proceedings, which immunity is expressly reserved, except as set forth in this Section 10.11.

(b) Buyer hereby expressly and irrevocably waives in favor of the Seller, its Affiliates and its Affiliates' respective Representatives (the "Seller Parties") the respective sovereign immunity from Legal Proceedings of Buyer and all defenses based thereon from Legal Proceedings, subject to the provisions of this Section 10.11. The waiver of sovereign immunity from Legal Proceedings in this Section 10.11 (the "Limited Sovereign Immunity Waiver") is not in favor of any person other than the Seller Parties. The Limited Sovereign Immunity Waiver shall apply only to those Legal Proceedings asserted by any of the Seller Parties against Buyer.

(c) Each party hereto agrees that an Action may be brought exclusively (i) in any Delaware Court, (ii) subject to the consent of the Seller Parties, in any court or other dispute resolution forum of the Tribe (each, a "Tribal Court") and (iii) solely to enforce any Governmental Order taken or issued by a Delaware Court or a Tribal Court (each, a "Judicial Action"), in any Delaware Court, a Tribal Court or in any other court in jurisdictions where any assets of Buyer are located or which are necessary for enforcement of a Judicial Action (each, an "Enforcement Court").

(d) Seller's recourse for satisfying any judgments against Buyer shall be asserted (i) first, against any net revenues of Buyer's operations that are not designated for tribal government programs and services; and (ii) second, to the extent the assets described in the foregoing clause (i) are insufficient or otherwise not reasonably available or identifiable, against any other assets of Buyer; PROVIDED, HOWEVER, IN EACH CASE, THAT NO INTEREST IN LAND, PERSONAL PROPERTY (INCLUDING FIXTURES AND TRADE FIXTURES), WHETHER TANGIBLE OR INTANGIBLE, LEGAL OR BENEFICIAL, VESTED OR CONTINGENT, OR ANY OCCUPANCY OR OTHER RIGHTS OR ENTITLEMENTS THEREIN OR RELATED THERETO, IN EACH CASE TO THE EXTENT HELD IN TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE TRIBE, BUYER, OR ANY AFFILIATE OF BUYER, SHALL BE SUBJECT TO ATTACHMENT, EXECUTION, LIEN, JUDGMENTS OR OTHER ENFORCEMENT OR SATISFACTION OF ANY KIND, IN WHOLE OR IN PART, WITH RESPECT TO ANY CLAIM AGAINST BUYER OR ANY OF ITS AFFILIATES ON ANY BASIS WHATSOEVER. Nothing in this Section 10.11 is intended to increase or expand any liability of Buyer hereunder or toll any statute of limitations applicable to Buyer's obligations hereunder.

(e) The Limited Sovereign Immunity Waiver is a waiver solely of the Buyer and not a waiver of the sovereign immunity of the Tribe or any other person, nor shall it extend to any Action against the Tribe or any of its Affiliates (other than Buyer), and shall not be deemed a waiver of the rights, privileges, and immunities of the Tribe or any of its Affiliates (other than Buyer). The Limited Sovereign Immunity Waiver shall expire with respect to any Action at the conclusion of the last to occur of (i) the end of any applicable survival period for commencement of such Action in accordance with this Agreement and (ii) the conclusion of such Action (including all appeals and enforcement actions related thereto or arising thereunder).

(f) With respect to any Actions subject to this Section 10.11, Buyer hereby expressly, irrevocably and unconditionally (i) waives all rights to have the Actions commenced, heard or considered in any Tribal Court (even if the Tribal Court shall have original or concurrent jurisdiction on the matter or the Tribe or any Governmental Authority of the Tribe shall have regulatory authority with respect thereto), irrespective of the doctrines of exhaustion of tribal

remedies, abstention, comity or otherwise, (ii) consents to the jurisdiction of each Delaware Court, Tribal Court and Enforcement Court (each, an "Approved Court"), (iii) waives any claim that any Approved Court is an inconvenient forum, and (iv) agrees not to commence or permit to be maintained any Action in a Tribal Court without the express written consent thereto by each beneficiary of this Section 10.11 who is a party to such Action in each instance, and to promptly cause dismissal of any Action commenced in a Tribal Court for which such consent has not been given.

(g) Buyer hereby irrevocably and unconditionally consents to the service of any process, summons, notice or document with respect to any Action that is subject to the Limited Sovereign Immunity Waiver expressly set forth in this Section 10.11 in the manner provided for providing notices in this Agreement; provided, that, nothing herein will affect the right of any Party to serve process in any other manner permitted by applicable Law.

10.12 Legal Representation. It is acknowledged by each of the Parties hereto that Seller has retained Akerman LLP ("Akerman") to act as its counsel in connection with the transactions contemplated hereby. Buyer agrees that, in the event that a dispute arises after Closing between Buyer, on one hand, and Seller, on the other hand, Akerman may represent Seller in such dispute even though the interests of Seller may be directly adverse to Buyer or the Business, and even though Akerman may have represented Seller in connection with the Business prior to Closing in a matter substantially related to such dispute. Buyer agrees that in connection with any such proceeding (a) neither Buyer nor counsel therefor will move to seek disqualification of Akerman, and (b) they will waive any right that they may have to assert the attorney-client privilege against Akerman or Seller with respect to any files (including emails) maintained by Akerman as a result of the representation of Seller.

10.13 Construction. This Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by counsel, and each of whom had an opportunity to participate in and did participate in, the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly in favor of or against any Party hereto but rather shall be given a fair and reasonable construction without regard to the rule of *contra proferentem*.

10.14 Specific Performance. Buyer, on one hand, and Seller, on the other hand, acknowledge that the failure to comply with, or breach of, any covenant or agreement contained in this Agreement may give rise to irreparable harm to the other Party, for which monetary damages may not be adequate remedy, and agrees that in the event of such a failure or breach (or threatened failure or breach), Buyer, on one hand, and Seller, on the other hand, shall, in addition to any and all other rights and remedies that may be available to it in respect of such failure or breach under this Agreement, be entitled to an injunction or declaration from a court of competent jurisdiction to compel specific performance by the other Party of its covenants or agreements under this Agreement or prevent breaches of the provisions of this Agreement (without any requirement to post a bond or provide any other security). If, prior to Closing, either Buyer, on one hand, and Seller, on the other hand, brings an Action to compel specifically the performance by any other party of its obligation to consummate the transactions contemplated by this Agreement, the Outside Date shall automatically be extended through the pendency of such Action, so long as the

Party bringing such Action is actively seeking an injunction or declaration from a court of competent jurisdiction to compel specific performance by the other Party.

10.15 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. Whenever the last day for the exercise of any right or privilege or the discharge of any duty or obligation hereunder shall fall upon a day that is not a Business Day, the Party having such right or privilege or duty or obligation may exercise such right or privilege or discharge such duty or obligation on the next succeeding day that is a Business Day.

10.16 Non-Recourse.

(a) No past, present or future Representative, incorporator, member, partner, shareholder or Affiliate of Seller or its Affiliates shall have any liability for any obligations or liabilities of Seller under this Agreement or any of the other Ancillary Documents or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

(b) Notwithstanding anything that may be expressed or implied in this Agreement to the contrary, Seller agrees and acknowledges, both for itself and its Affiliates and Seller's and its Affiliates' respective Representatives, that (a) no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had by Seller, its Affiliates or any of Seller's or its Affiliates respective Representatives against any Debt Financing Source (in its capacity as such) and (b) no Debt Financing Source (in its capacity as such) shall have any liability or obligation to the Seller, its Affiliates or any of Seller's or its Affiliates' respective Representatives arising out of any breach or failure by any Debt Financing Source to perform any of its obligations under any debt commitment letter or debt documents, in any case whether by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Debt Financing Source (in its capacity as such) for any obligation of Buyer under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation (it being understood that this Section 10.16(b) shall not limit any rights that (x) Seller may have against Buyer, including rights to seek specific performance of Buyer obligations under Section 10.14 or (y) Buyer may have against the Debt Financing Sources under any debt commitment letter or any debt documents). No Debt Financing Source shall be subject to any special, consequential, punitive or indirect damages or damages of a tortious nature.

10.17 Radon Gas Disclosure. Buyer acknowledges and understands (a) that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, (b) levels of radon that exceed federal and state guidelines have been found in buildings in Florida, (c) additional information regarding radon and radon testing may be obtained from your county health department.

10.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.19 IRS Real Estate Sakes Reporting. Buyer and Seller hereby agree and acknowledge that the Title Company shall act as "the real estate reporting person" with respect to the transaction which is the subject of this Agreement pursuant to Internal Revenue Code Section 6045(e) and shall prepare, if not prepared by Seller or Buyer, and file all informational returns, including without limitation, IRS Form 1099-S, and shall otherwise comply with the provisions of Internal Revenue Code Section 6045(e) (collectively, the "IRS Reporting Requirements"). Buyer shall cause the Title Company to remit to the proper authority all state and local Transfer Taxes required in connection with the transaction which is the subject of this Agreement. Without limiting the responsibility and obligations of the Title Company as the real estate reporting person, Seller and Buyer hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the real estate reporting person, including, but not limited to, the requirement that Seller and Buyer each retain an original counterpart of this Agreement for at least four (4) years following the calendar year of the Closing.

[Signature Page Follows]

DocuSign Envelope ID: 0D80FCF2-7609-45C8-A118-B41C916F0881

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SELLER:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: DocuSigned by: Scott Savin EFD166C91D5B4CC...
Name: Scott Savin
Title: Authorized Signatory

BUYER:

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By: _____
Name: James Dorris
Title: President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: _____
Name: Scott Savin
Title: Authorized Signatory

BUYER:

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By: _____
Name: James Dorris
Title: President

Exhibit A

Jai Alai Facility Lease

(See attached.)

LEASE

BETWEEN

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe,

AS LANDLORD

AND

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership,

AS TENANT

FOR JAI ALAI FACILITIES AT MAGIC CITY CASINO,
450 N.W. 37TH AVENUE, MIAMI FLORIDA

LEASE

THIS LEASE (the "Lease"), dated _____, 2022, is made between PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe (the "Landlord"), and WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership (the "Tenant").

ARTICLE I
GRANT; TERM; AS-IS

1.1 Grant. In consideration of the mutual obligations set forth in this Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term, the "Premises," which Premises consists of all jai alai fronton facilities and related office and production space, all as shown on the floor plans attached hereto and made a part hereof as Exhibit A. The Premises are located in the Magic City Casino building owned by Landlord (the "Building"), together with associated parking and other facilities, located at 450 N.W. 37th Avenue, Miami, Florida 33125 (the "Project"). The Premises generally comprise the entire jai alai fronton venue space in the Building, which the areas immediately surrounding the fronton within the enclosed venue space (including without limitation the spaces sometimes referred to as the VIP room, the green rooms, and Stage 305).

1.2 Term. The "Term" of the Lease is the period from the date that is the Closing Date, as defined in that certain Asset Purchase Agreement, dated as of [___], 2022 (the "Purchase Agreement"), by and between Landlord, as buyer, and Tenant, as seller (the "Commencement Date"), through December 31, 2025 (or such sooner date as this Lease is terminated in accordance with the terms hereof, the "Expiration Date").

Notwithstanding anything to the contrary contained in this Lease, Tenant may terminate this Lease at any time on sixty (60) days' prior written notice.

1.3 As Is. The parties acknowledge that Tenant is in possession of the Premises as of the Commencement Date. Subject to the terms of this Lease, Tenant accepts the Premises in "as-is" and Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Premises for Tenant's occupancy.

ARTICLE II
RENT

2.1 Covenant to Pay. Tenant shall pay to Landlord all sums due hereunder from time to time from the Commencement Date, together with all applicable Florida sales tax thereon. All rent or other charges that are required to be paid by Tenant to Landlord shall be payable at such address as designated in writing by Landlord. Tenant agrees that its covenant to pay rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as expressly provided for in this Lease.

2.2 Annual Rent. Tenant shall pay annual rent for the Term in the amount of One and No/100 ($1.00) Dollar per year, plus sales tax.

2.3 Operating Expenses. Unless otherwise expressly provided in this Lease to the contrary (including without limitation Section 5.6), Tenant shall have no obligation to reimburse Landlord for any operating

expenses, utilities, real estate taxes, or insurance incurred by Landlord with respect to the Premises or Building or Project.

2.4 Payment of Taxes.

(a) Subject to Tenant's obligations pursuant to Section 2.4(b) hereof, Landlord, at its expense, shall pay to the appropriate taxing authority prior to delinquency all real estate taxes (both real and personal), assessments (both general and special), and other governmental impositions of every kind and nature whether ordinary or extraordinary, foreseen or unforeseen, assessed against the Premises, Building, and Project or any part thereof.

(b) Tenant, at its expense, shall pay to the appropriate taxing authority prior to delinquency all taxes, assessments, fees or other impositions attributable to the personal property, trade fixtures, business (including wagering and streaming), Tenant's Licenses (as hereinafter defined), occupancy, payroll, or sales of Tenant or any other occupant of the Premises.

2.5 Rent; Late Charges. For purposes of this Lease, all sums due from Tenant shall be deemed to be "rent" whether or not specifically designated as such. Tenant shall pay all applicable sales and use taxes levied or assessed against all rent payments due under this Lease simultaneously with each such rent payment. If any payment due from Tenant shall be overdue for more than five (5) Business Days (as hereinafter defined) after written notice of nonpayment, a late charge of five (5%) percent of the delinquent sum may be charged by Landlord. If any payment due from Tenant shall remain overdue for more than thirty (30) days after written notice of nonpayment, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or 1% per month (12% per annum) times the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available to Landlord.

2.6 Security Deposit. N/A.

2.7 Landlord's Lien. Landlord hereby waives any statutory and common law liens for rent (other than judgment liens). Although such waiver is hereby deemed to be automatic and self-executing, Landlord agrees to execute such instruments as may be reasonably required from time to time in order to confirm such waiver.

ARTICLE III
USE OF PREMISES

3.1 Permitted Use. The Premises shall be used and occupied only for any and all lawful uses relating to Tenant's jai alai operation, including pari-mutuel wagering, and other live professional sports events ("Other Sporting Events"), which operation shall be conducted in a manner materially consistent (including as to frequency and duration of events that are open to the general public) with the manner of operation as of the Commencement Date. Tenant shall carry on its business on the Premises in a reputable manner and shall not do, omit, permit, or suffer to be done or exist upon the Premises anything which shall result in a breach of any provision of this Lease or any applicable Legal Requirements (as hereinafter defined). Tenant shall not open the Premises to the public more than three (3) days per week and Tenant shall not host more than one (1) event per day, in each case without Landlord's consent, which may be conditioned, granted or withheld in its sole discretion.

3.2 Compliance with Laws. The Premises shall be used and occupied in a safe, careful, and proper manner so as not to contravene any present or future governmental or quasi governmental laws, regulations,

or orders (collectively, "Legal Requirements"). If due to Tenant's specific manner of use of the Premises, repairs, improvements, or alterations are necessary to comply with any of the foregoing, Tenant shall pay the entire cost thereof, provided that Tenant is not required to make any structural alterations to comply with the foregoing.

Landlord, at its expense, shall comply with Legal Requirements applicable to Landlord's use and operation of the Building and Project.

3.3 Signs. Tenant at is expense may install signage inside the Premises, subject to compliance with Legal Requirements. Except with Landlord's prior written consent, Tenant shall not install any signage or other advertising medium upon or above any exterior portion of the Premises.

Any and all interior and exterior signage located at the Project as of the Commencement Date relating to the jai alai operation at the Project (including without limitation wayfinding signage) shall remain in place and shall be maintained by Landlord at its expense. Any changes to any such jai alai signage shall be subject to Tenant's prior written consent.

3.4 Environmental Provisions. Tenant agrees that it will not use or employ Landlord's and/or the Building property, facilities, equipment, or services to handle, transport, store, treat, or dispose of any hazardous waste or hazardous substance, whether or not it was generated or produced on the Premises (other than general cleaning and office supplies used in the ordinary course of business and in compliance with all Legal Requirements); and Tenant further agrees that any activity on or relating to the Premises shall be conducted in full compliance with all applicable Legal Requirements. Tenant agrees to defend, indemnify, and hold harmless Landlord against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable Legal Requirements and resulting from or arising out of any breach of Tenant's covenants contained in this Section 3.4, or out of any act, activity, or violation of any applicable Legal Requirements on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this Section 3.4 shall survive the expiration or any termination of this Lease.

3.5 Intellectual Property. Subject to the terms and conditions of the Purchase Agreement and the Coexistence Agreement (as defined in the Purchase Agreement), Tenant owns certain trademark rights which contain the words "MAGIC CITY," as well as other trademarks, including but not limited to "MAGIC CITY JAI ALAI," "BATTLE COURT," and "JAI-ALAI H2H." Landlord and Tenant acknowledge and agree that Tenant's ownership of such rights, and Tenant's rights to continue to use such trademarks anywhere in the world, including but not limited to in and around the Building and Project, on social media, and on the Internet, are addressed in the Coexistence Agreement (as defined in the Purchase Agreement). For the avoidance of doubt, subject to the terms and conditions of the Purchase Agreement and the Coexistence Agreement (as defined in the Purchase Agreement), Tenant does not have the right to use and shall not use the trademark "MAGIC CITY CASINO" in its entirety.

3.6 Gaming Permits and Revenues; Production Facilities; Merchandise; Miscellaneous.

(a) The following pari-mutuel permits and annual licenses are and shall continue to be owned and controlled by Tenant for Tenant's jai alai operations in Miami or elsewhere as Tenant determines in its sole discretion and as authorized by the State when applicable, including without limitation pari-mutuel wagering pursuant to Chapter 550, Florida Statutes, and cardroom operations as may be authorized under Section 849.086, Florida Statutes: Pari-Mutuel Wagering Permit No. 280, issued to Tenant d/b/a Summer Jai-Alai, and License to Conduct Pari-Mutuel Wagering, License No. 280, currently licensed to operate at the facility located at 3500 Northeast 37th Avenue, Miami, FL 33142; Pari-Mutuel Wagering Permit No. 283, issued to Tenant d/b/a Magic City Jai-Alai, Magic City Poker and Jai-Alai, Magic City Casino

Jai-Alai and/or Magic City Casino, and License to Conduct Pari-Mutuel Wagering, License No. 283, currently licensed to operate at the facility located at 401 Northeast 38th Court, Miami, FL 33126; and Pari-Mutuel Wagering Permit No. 286, issued to Tenant d/b/a Edgewater Jai-Alai, and License to Conduct Pari-Mutuel Wagering, License No. 286, currently licensed to operate at the facility located at 401 Northeast 38th Court, Miami, FL 33126 (collectively, "Tenant's Licenses").

(b) Any and all revenues relating to Tenant's jai alai operations (whether pari-mutuel or out-of-state sports wagering or otherwise) shall be and remain Tenant's property. All expenses associated with the transmission and production of jai alai operations (whether pari-mutuel, tournament, and/or sports wagering) shall be Tenant's responsibility.

(c) Any and all production and streaming equipment and any and all other assets that relate or pertain to jai alai (without limitation, merchandise, social media accounts, e-mail accounts, domain names, and the film "Magic City Hustle") shall be and remain Tenant's property. An non-exclusive inventory of equipment and other property owned by Tenant and located in the Premises or is otherwise related to the operation of jai alai activities, all of which is and shall remain the property of Tenant, is attached hereto and made a part hereof as Exhibit B.

(d) With respect to the pari-mutuel betting activity and revenue, Tenant will only offer live wagering and outbound simulcasting of its jai alai operations pursuant to Tenant's jai alai permit(s). Landlord shall have no right to offer or participate in any jai alai wagering at the Project.

(e) Tenant shall have the right to export its jai alai pari-mutuel signal through the existing International Sound production studio and the existing RCN uplink facility. RCN signal transmission costs and International Sound costs relating to live play of jai alai shall be borne by Tenant.

(f) Revenues from all jai alai merchandise sales shall be and remain Tenant's property. Merchandise storage for jai alai is to remain in the lower level marketing storage closet, as shown on Exhibit A-1, or in a new area within the fronton venue space as may be mutually agreed to by the parties.

(g) Any contests or prizes offered in the fronton based on jai alai activities are the responsibility of Tenant.

(h) Landlord at its expense shall provide seventy-five (75) printed program booklets for all live pari-mutuel performances on all live performance days. The content for the programs shall be provided and/or approved by Tenant. Landlord to coordinate in good faith with Tenant to facilitate the inclusion of jai alai information in a minimum of two (2) weekly casino e-mail blasts.

(i) For the avoidance of doubt, Tenant at its expense is responsible for jai alai players, jai alai employees/personnel, and for patrons attending the fronton. All employees/personnel involved in jai alai operations shall be directly compensated by Tenant for their services and solely be employees of Tenant.

(j) Tenant in its sole discretion shall have the right to enter into partnerships and sponsorship arrangements with third parties, and in connection therewith may utilize its own intellectual property as well as that of any such partners or sponsors without prior approval of or notice to Landlord.

3.7 Other Sporting Events.

(a) In connection with any Other Sporting Events, Tenant shall not hold itself out or in any way present itself as being an owner of the Magic City Casino or an affiliate of the casino

ownership. Any vendors, leagues, promoters, players or other service providers ("Event Contractor") engaged by Tenant in connection with any Other Sporting Events shall tender their services pursuant to a written contract ("Event Contract"). The Event Contract shall include a recognition by the Event Contractor that Tenant and Landlord are not affiliates, a waiver of claims against Landlord and requirements that such Event Contractor carry appropriate insurance coverages for the event in question. Tenant shall provide Landlord a copy of all Event Contracts upon request.

(b) In addition and not limitation of the other covenants set forth in this Lease, it shall be the sole and exclusive responsibility of Tenant to ensure the orderly and professional conduct of Other Sporting Events at the Premises and to prevent any unlawful, unruly or nuisance-like behavior at such Other Sporting Events. In the event that the services Landlord is required to provide hereunder are not sufficient to ensure orderly and professional conduct of Other Sporting Events, Tenant shall provide or contract for sufficient services including security and janitorial services at its sole cost and expense.

ARTICLE IV
ACCESS AND ENTRY

4.1 Right of Examination. Other than for access necessary for the performance of Landlord's obligations under this Lease, which shall be unrestricted, Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them; to make such repairs, alterations, or improvements thereto as Landlord is required to make under this Lease; to have access to underfloor facilities and access panels to mechanical shafts and risers and to check, calibrate, adjust, and balance controls and other parts of the heating, air conditioning, ventilating, climate control, telecommunications and other Building systems. Landlord reserves to itself the right to install, maintain, use, and repair pipes, ducts, conduits, vents, wires, and other installations leading in, through, over, or under the Premises, and for this purpose, Landlord may take all material into and upon the Premises which is required therefor. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord reserves the right to use all exterior walls and roof area. Landlord shall exercise its rights under this Section, to the extent commercially practicable in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises.

4.2 Right to Show Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Project, and, during the last six (6) months of the Term (or the last six (6) months of any renewal term if this Lease is renewed), to show them to prospective tenants.

4.3 Representative; Security. Except in connection with access by Landlord in connection with services that are provided by Landlord on a day-to-day basis, Tenant shall have the right to have a representative of Tenant accompany Landlord with respect to any entry onto non-public areas of the Premises and in connection therewith Landlord shall comply with Tenant's reasonable security measures and operating procedures. For purposes of this Section, public areas are those portion of the Premises where customers, invitees, patrons, spectators, and in general members of the general public who are in the casino to attend sporting events, may congregate in the Premises. Non-public areas include, without limitation, the stage, player area, and jai alai court, backstage areas (green rooms, storage, and VIP lounge areas), and Tenant's production and office space.

ARTICLE V
MAINTENANCE, REPAIRS, AND ALTERATIONS

5.1 Maintenance and Repairs by Landlord. Subject to Landlord's rights under Section 11.2 hereof, Landlord at its expense covenants to repair and maintain (and replace when necessary) keep the following in good repair as a prudent owner of a comparable first-class casino and sports facility building: (i) the structure of the Building including foundation, exterior walls, roofs, and windows and panels made of glass; (ii) the mechanical, electrical, heating, ventilation, and air conditioning ("HVAC"), and other base building systems; and (iii) the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the common areas of the Project. Notwithstanding any other provisions of this Lease, if any part of the Building is damaged or destroyed or requires repair, replacement, or alteration as a result of the act or omission of Tenant, its employees, agents, or contractors, Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand (subject to Section 6.5). In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may enter the Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon thirty (30) days' demand, Tenant shall reimburse Landlord for the cost of making the repairs.

5.2 Maintenance and Repairs by Tenant. Tenant at its expense covenants to repair and maintain (and replace when necessary) the interior of the Premises (including, without limitation, floor and wall coverings), exclusive of base building mechanical and electrical systems, all to a standard consistent with a comparable first class sports facility, with the exception only of those repairs which are the obligation of Landlord pursuant to this Lease. At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in as good condition and repair as Tenant is required to maintain the Premises throughout the Term, reasonable wear and tear and casualty damage excepted.

5.3 Approval of Tenant's Alterations. No alterations (including, without limitation, repairs, replacements, additions, or modifications to the Premises by Tenant), other than minor or cosmetic alterations which are interior and nonstructural, shall be made to the Premises without Landlord's written approval, which, as to exterior or structural alterations and alterations which affect the base building systems, may be withheld in Landlord's sole discretion. Any alterations by Tenant shall be performed at the sole cost of Tenant, by contractors and workmen reasonably approved in writing by Landlord and insured to Landlord's reasonable satisfaction, in a good and workmanlike manner, and in accordance with all applicable Legal Requirements and pursuant to a written contract reasonably acceptable to Landlord, which shall contain appropriate indemnification in favor of Landlord and a disclaimer of any right to place a lien on any property of Landlord. As to interior, nonstructural alterations which do not affect the base building systems, Landlord's approval shall not be unreasonably withheld or delayed.

5.4 Removal of Improvements and Fixtures. All leasehold improvements (other than unattached, movable trade fixtures which can be removed without material damage to the Premises) shall at the expiration or earlier termination of this Lease become Landlord's property. Tenant may, during the Term, in the usual course of its business, remove its trade fixtures. Tenant shall have no removal or restoration obligations upon the expiration or earlier termination of the Term. If Tenant elects to remove its trade fixtures, Tenant shall repair any damage caused by such removal. If Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord in such manner as it deems advisable without any accounting to Tenant.

5.5 Liens. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises for work contracted for by Tenant or its agents, employees or contractors so as to ensure that no lien is recorded against any portion of the Building or against Landlord's or Tenant's interest therein. If a

lien is so recorded, Tenant shall discharge it promptly by payment or bonding. If any such lien against the Building or Landlord's interest therein is recorded and not discharged by Tenant as above required within ten (10) days following Tenant becoming aware of such recording, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately by Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Building shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. In accordance with applicable laws of the State of Florida, Landlord may file in the Public Records of Miami-Dade County, Florida, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and materialmen performing work in or for or supplying materials to the Premises of the existence of said notice.

5.6 Services; Utilities. Landlord, at its expense, shall furnish the Premises with the following services in the manner that such services are furnished as of the Commencement Date in comparable first-class casino and sports facility buildings, and with capacities at least equal to those provided to the Premises as of the Commencement Date: (a) electricity (including and replacement of light bulbs and ballasts), gas, water and sewer, telephone, Internet and all other utility services used as of the Commencement Date; (b) HVAC service at all times; (c) elevator service; (d) rest room supplies; (e) window washing with reasonable frequency; (f) daily housekeeping and janitor service, plus laundry services for player uniforms and for Tenant's staff uniforms; and (g) security services to the Project (which shall include, during live gameplay, two (2) security guards supplied by Landlord as follows: one in the fronton venue space and one at the entrance to the casino from the fronton (the dates and times to be provided by Tenant but not to exceed two (2) days per week unless Landlord consents to additional days).

With respect to the housekeeping, janitor, and laundry service pursuant to subsection (f) and the security services pursuant to subsection (g), Tenant shall reimburse Landlord for the direct in-house labor costs for Landlord's employees to perform such services, within thirty (30) days following receipt by Tenant of invoices from Landlord not more than monthly, together with reasonable supporting documentation.

5.7 Food and Beverage.

(a) Landlord at its expense shall provide all food and beverage service (both alcoholic and non-alcoholic beverages) to Tenant's patrons, including without limitation concession services and waitress service on all game days during such times as the general public is allowed entry, at an adequate level of staffing commensurate with demand. All food and beverage revenues shall be the property of Landlord. Landlord shall be required to provide such services no more than two (2) days per week.

(b) Landlord's beverage service will include providing water and Gatorade for jai alai players on all live game days; provided that Tenant shall reimburse Landlord therefor on a monthly basis (at Landlord's cost, with no mark-up).

(c) Landlord at its expense is responsible for all maintenance and repairs of all concession space and any other area used for food and beverage operations, including without limitation, cleaning of grease traps and grill hoods. Landlord shall keep any wet garbage stored by Landlord within the Premises under refrigeration so as to prevent odors.

(d) For any food and beverage space located within the Premises, Landlord is granted a license to use such space for the food and beverage purposes set forth herein.

ARTICLE VI
INSURANCE AND INDEMNITY

6.1 Tenant's Insurance.

(a) Insurance Requirements. Effective as of the Commencement Date, and continuing throughout the Term, Tenant at its expense shall maintain the following insurance policies:

(1) Commercial General Liability Insurance. Commercial general liability insurance (including property damage, bodily injury and personal injury coverage) in amounts of [redacted] per occurrence and [redacted] in the annual aggregate on a per location basis in primary coverage, with an additional [redacted] per occurrence and [redacted] annual aggregate on a per location basis in umbrella/excess liability coverage or, following the expiration of the initial Term, such other amounts as Landlord may from time to time reasonably require insuring Tenant (and naming as additional insureds Landlord and Landlord's property management company, and, if requested in writing by Landlord, Landlord's mortgagee), against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises and (without implying any consent by Landlord to the installation thereof) the installation, operation, maintenance, repair or removal of Tenant's improvements, betterments, furniture, fixtures, equipment and contents.

(2) Commercial Property Insurance. (i) Cause of loss-special risk form (formerly "all-risk") or its equivalent insurance covering the full replacement cost of Tenant's furniture, trade fixtures, equipment and personal property.

(3) Contractual Liability Insurance. Contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder (but only if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy and umbrella/excess liability insurance policy).

(4) Commercial Auto Liability Insurance. Commercial auto liability insurance (if applicable) covering automobiles owned, hired or used by Tenant in carrying on its business with limits not less than $1,000,000 combined single limit for each accident, insuring Tenant (and naming as additional insureds Landlord, Landlord's property management company, Landlord's asset management company and, if requested in writing by Landlord, Landlord's mortgagee) and scheduled to the umbrella/excess liability insurance policy.

(5) Worker's Compensation Insurance; Employer's Liability Insurance. Worker's compensation insurance of [redacted] (or such larger amount if required by state or local statute) and employer's liability insurance of not less than [redacted] for each accident and disease (each employee and policy limit).

(b) Tenant's Insurance Primary. Tenant's insurance shall be primary and non-contributory when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy.

(c) Tenant's Vendors/Contractors. Tenant shall require any vendors or contractors that it shall hire to perform work/services on Premises to procure similar insurance, as required by Landlord of Tenant in this contract including naming as additional insureds Landlord, Landlord's property management company, and, if requested in writing by Landlord, Landlord's mortgagee.

(d) Certificates of Insurance; Form of Insurance. Tenant shall furnish to Landlord certificates of such insurance and such other evidence reasonably satisfactory to Landlord of the maintenance of all insurance coverages required hereunder and at least ten (10) days prior to each renewal of said insurance, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten (10) days before cancellation of any such insurance policies. All such insurance policies shall be issued by companies with an A.M. Best rating of not less than A-:VIII or better. However, no review or approval of any insurance certificate or policy by Landlord shall derogate from or diminish Landlord's rights or Tenant's obligations hereunder.

(e) Default. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, and Tenant does not cure such failure within five (5) Business Days after written notice from Landlord, then Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof.

6.2 Tenant Indemnification of Landlord. Except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees, contractors, or invitees (and subject to Section 6.5), Tenant shall, and does hereby indemnify, defend, and hold harmless Landlord, its members, partners, principals, and agents from and against all claims, causes of actions, liabilities, judgments, damages, losses, costs and expenses, including reasonable attorneys' fees and costs through all appeals, incurred or suffered by Landlord, its members, partners, principals and agents, and arising from or in any way connected with (i) the Premises or the use or occupancy thereof or (ii) any acts, omissions, neglect or fault of Tenant or any of Tenant's agents or employees, including, but not limited to, any breach of this Lease.

6.3 Loss or Damage. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Building or damage to property of Tenant or of others located on the Premises or elsewhere in the Building, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, employees, or contractors. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, or leaks from any part of the Premises or from the pipes, sprinklers, appliances, plumbing works, roof, windows, or subsurface of any floor or ceiling of the Building or from the street or any other place or by dampness, or by any other cause whatsoever, except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors.

6.4 Landlord's Insurance. Landlord at its expense shall throughout the Term carry: (i) all risk (special form or equivalent) property insurance on the Building and Project and the machinery and equipment contained in or servicing the Building and owned by Landlord; (ii) commercial general liability and property damage insurance with respect to Landlord's operations in the Building in at least the amounts required to be maintained by Tenant for commercial general liability insurance, and which shall include Tenant as an additional insured; (iii) liquor law liability insurance in an amount not less than [redacted] per occurrence, [redacted] aggregate, and which shall include Tenant as an additional insured; and (iv) such other forms of insurance as Landlord or its mortgagee reasonably considers advisable. Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a comparable project, having regard to size, age, and location.

6.5 Waiver of Claims/Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby waive and any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises,

or any improvements thereto, or the Building, which could be insured against under the terms of the property insurance policy referred to in this Section or is otherwise insured against under an insurance policy maintained by the party suffering such loss or damage, regardless of cause or origin, except gross negligence or willful misconduct of the other party hereto and/or its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party. All insurance policies carried herein by Tenant and Landlord shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against Landlord and Tenant.

6.6 Indemnity by Landlord. Except to the extent caused by the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, or invitees (and subject to Section 6.5), Landlord shall, and does hereby indemnify, defend, and hold harmless Tenant, its members, partners, principals, and agents from and against all claims, causes of actions, liabilities, judgments, damages, losses, costs and expenses, including reasonable attorneys' fees and costs through all appeals, incurred or suffered by Tenant, its members, partners, principals and agents, to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors.

ARTICLE VII
DAMAGE AND DESTRUCTION

7.1 Damage to Premises. If the Premises are partially or totally destroyed due to fire or other casualty, Landlord shall diligently repair the Premises to the condition existing as of the Commencement Date. Upon being notified by Landlord that Landlord's repairs have been substantially completed, Tenant shall diligently perform all other work required to restore the Premises for use in Tenant's business, at Tenant's cost. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent reasonably practicable. If all or any part of the Premises shall be damaged by fire or other casualty and the fire or other casualty is caused by the negligence or willful misconduct of Tenant or Tenant's agent, rent and all other charges shall not abate and Landlord shall have no repair obligation under this Lease with respect to any fire or other such casualty.

7.2 Termination for Damage. Notwithstanding Section 7.1, if damage or destruction which has occurred to the Premises or the Building is such that in the reasonable opinion of Landlord such reconstruction or repair cannot be completed within one hundred eighty (180) days of the happening of the damage or destruction, Landlord or Tenant may, at its option, terminate this Lease on notice to the other party given within thirty (30) days after such damage or destruction and Tenant shall deliver vacant possession of the Premises in accordance with the terms of this Lease. Further, in the event that any material damage or destruction has occurred and there is less than one year remaining in the Term, Landlord or Tenant may, at its option, terminate this Lease on notice to the other party given within thirty (30) days after such damage or destruction and Tenant shall deliver vacant possession of the Premises in accordance with the terms of this Lease. If this Lease is terminated pursuant to this Section 7.2, then both parties shall be relieved of all further obligations hereunder, except as otherwise expressly set forth herein.

ARTICLE VIII
ASSIGNMENT, SUBLEASES, AND TRANSFERS

8.1 Transfer by Tenant.

(a) Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord in each instance, in Landlord's sole discretion. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or

other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation, limited liability company or a partnership, the direct or indirect transfer of an interest in the stock of the corporation or membership or partnership interests, as applicable, whether in one transaction or a series of transactions. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord's consent to any Transfer shall be subject to the further condition that if the rent pursuant to such Transfer exceeds the rent payable under this Lease, such excess shall be paid to Landlord (such excess to be determined after Tenant first recoups the brokerage fees, attorneys' fees, costs of alterations, and all other reasonable costs and expenses incurred by Tenant pursuant to such Transfer). Without limiting Landlord's right to withhold its consent to any Transfer by Tenant, and regardless of whether Landlord shall have consented to any such Transfer, neither Tenant nor any other person having an interest in the possession, use, or occupancy of the Premises or any part thereof shall enter into any lease, sublease, license, concession, assignment, or other Transfer or agreement for possession, use, or occupancy of all or any portion of the Premises which provides for rental or other payment for such use, occupancy, or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space so leased, used, or occupied, and any such purported lease, sublease, license, concession, assignment, or other Transfer or agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, or occupancy of all or any part of the Premises. There shall be no deduction from the rental payable under any sublease or other transfer nor from the amount thereof passed on to any person or entity, for any expenses or costs related in any way to the subleasing or transfer of such space.

(b) Landlord shall either approve or disapprove of a proposed Transfer requiring Landlord's consent within fifteen (15) Business Days after receipt of Tenant's request for consent. If Landlord fails to respond within such fifteen (15) Business Day period, then Landlord's consent will be deemed to be denied.

(c) Notwithstanding anything to the contrary contained herein, Landlord’s consent shall not be required for transfers of ownership interests in Tenant so long as (i) not more than 50% of the direct or indirect equity interests in Tenant are transferred (whether in one transaction or a series of transactions) and (ii) Scott Savin remains responsible for the day-to-day operation of the Premises.

8.2 Assignment by Landlord. Landlord shall have the unrestricted right to sell, lease, convey, mortgage, pledge, or otherwise dispose of the Building or any part thereof and this Lease or any interest of Landlord in this Lease. To the extent that the purchaser or assignee from Landlord assumes the obligations of Landlord under this Lease, Landlord shall thereupon and without further agreement be released of all further liability under this Lease. If Landlord sells its interest in the Premises, it shall deliver any security deposit made pursuant to this Lease to the purchaser and Landlord will thereupon be released from any further liability with respect to any such security deposit or its return to Tenant and the purchaser shall become directly responsible to Tenant.

ARTICLE IX
DEFAULT

9.1 Defaults. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (i) any rent is not paid within five (5) Business Days after written notice of nonpayment from Landlord; (ii) Tenant has breached any of its obligations in this Lease (other than the payment of rent) and Tenant fails to remedy such breach within thirty (30) days (or such shorter period as may be provided in this Lease, or if such breach cannot reasonably be remedied within thirty (30) days (or such shorter period), then if Tenant fails promptly to commence to remedy and thereafter proceed diligently to remedy such breach, in each case after notice in writing from Landlord; or (iii) Tenant becomes bankrupt or insolvent.

9.2 Remedies. In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(a) Landlord may cancel this Lease and retake possession of the Premises for Landlord's account, or may terminate Tenant's right to possession (without terminating this Lease), for the account of Tenant. In either event, Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder.

(b) To the extent permitted by applicable laws, Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit. Landlord shall not be liable in any way in connection with its actions pursuant to this Section, to the extent that its actions are in accordance with applicable law.

(c) If Tenant's right to possession is terminated (without terminating this Lease) under subsection (a) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all rent and all of the charges Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for rent shall continue notwithstanding re-entry or repossession of the Premises by Landlord.

(d) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable, grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises, except as expressly set forth below.

(e) If Tenant's right to possession is terminated (without terminating this Lease) under subsection (a) above, and Landlord so elects, the rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default as published in the Wall Street Journal).

(f) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default so long as Landlord's actions are lawful, and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the highest rate permitted by law.

9.3 Costs. Tenant shall pay to Landlord on demand all costs incurred by Landlord, including reasonable attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the reasonable expenses to which Landlord may be put in re-entering the Premises; repossessing the Premises; painting, altering, or dividing the Premises; combining the Premises with an adjacent space for any new tenant; putting the Premises in proper repair; protecting and preserving the Premises by placing watchmen and caretakers therein; reletting the Premises (including reasonable

attorneys' fees and disbursements, marshall's fees, and brokerage fees, in so doing); and any other expenses reasonably incurred by Landlord.

9.4 Additional Remedies; Waiver. The rights and remedies of Landlord and Tenant set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Landlord or Tenant in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

9.5 Default by Landlord. In the event of any default by Landlord, Tenant shall have the right to exercise any legal or equitable remedies, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure the default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion).

If a default by Landlord is not cured by Landlord within the applicable cure period, and provided such default is curable wholly within or about the Premises and so long as the cure will have no material adverse effect on Landlord's operations in the Building, Tenant may, upon five (5) days' written notice to Landlord (or sooner, if a bona fide emergency), cure the default and bill Landlord for the reasonable costs incurred by Tenant to cure the default. Landlord shall reimburse such costs within thirty (30) days after receipt of Tenant's bill together with reasonable supporting documentation.

Notwithstanding the foregoing or anything to the contrary contained in this Lease, in no event shall Landlord be liable to Tenant or Tenant be liable to Landlord for any special, consequential or punitive damages, except for as provided in Section 14.2.

9.6 Prevailing Party. Notwithstanding anything to the contrary contained in this Lease, in the event of any litigation between Landlord and Tenant arising out of this Lease or Tenant's use and occupancy of the Premises, the prevailing party shall be entitled to recover its costs and expenses incurred in such litigation, including reasonable attorneys' fees, at all levels, including appeals.

9.7 Personal Liability. The liability of Landlord for any default by Landlord under this Lease shall be limited to the interest of Landlord in the Building and Project Tenant agrees to look solely to Landlord's interest in the Building and Project (which includes the proceeds of insurance, condemnation, and sale) for the recovery of any judgment from Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency.

ARTICLE X
ESTOPPEL CERTIFICATE; SUBORDINATION

10.1 Estoppel Certificate. Within ten (10) Business Days after written request by Landlord, Tenant shall deliver in a form supplied by Landlord, an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of rent then being paid and the dates to which same have been paid; whether there is any existing or alleged default by either party with respect to which a notice of default has been served, or to Tenant's actual knowledge whether any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other factual matters pertaining to this Lease as to which Landlord or Landlord's lender shall reasonably

request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate. The provisions of this Section 10.1 shall be deemed to be reciprocal with respect to estoppel certificates requested by Tenant to be executed and delivered by Landlord.

10.2 Subordination; Attornment. This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, pledges, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Building, from time to time in existence against the Building, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, or ground lessor. In the event of the enforcement by a lender of the remedies provided for by law or by any mortgage now or hereafter encumbering the Building or any portion thereof, Tenant will automatically become the lessee of any person succeeding to the interest of Landlord as a result of such enforcement (and will, upon request of such successor-in-interest, execute an instrument reasonably required by such person to evidence the attornment of Tenant to such person), without change in the terms or other provisions of this Lease; provided, however, that said successor-in-interest shall not be (i) bound by any payment of rent for more than one (1) month in advance; (ii) liable for any security deposit unless said successor-in-interest actually receives such funds; (iii) liable for any act, omission or default of any prior Landlord except for the ongoing maintenance and repair obligations of Landlord; (iv) subject to any offsets, claims or defenses that Tenant may have against any prior Landlord except for the ongoing maintenance and repair obligations of Landlord; or (v) bound by any amendment or modification of the Lease made without the consent of lender or ground lessor, which consent shall not be unreasonably withheld. Within ten (10) Business Days of a request by said successor in interest, Tenant shall execute and deliver an instrument or instruments confirming such attornment.

Simultaneously with the execution of this Lease, Landlord shall obtain, for the benefit of Tenant, a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") from each and every mortgagee and ground lessor as of the date of this Lease, on the form attached hereto as Exhibit C. After the date of this Lease, any subordination of this Lease to a mortgage or any ground lease shall be conditioned on Tenant obtaining an SNDA in form reasonably acceptable to Tenant and the applicable lender or ground lessor.

ARTICLE XI
CONTROL OF BUILDING BY LANDLORD

11.1 Use and Maintenance of Common Areas. Tenant and those doing business with Tenant for purposes associated with Tenant's business on the Premises, shall have a non-exclusive license to use the common areas for their intended purposes during normal business hours in common with others entitled thereto and subject to any reasonable rules and regulations imposed by Landlord. Landlord shall keep the common areas in good repair and condition and shall clean the common areas when necessary, all as befitting a comparable first-class casino and sports facility building. Tenant acknowledges that all common areas shall at all times be under the exclusive control and management of Landlord. For purposes of this Lease, "common areas" shall mean those areas, facilities, utilities, improvements, equipment, and installations of the Building and Project which serve or are for the benefit of the tenants and the general public of more than one component of the Building and Project, including, without limitation, the parking facilities. Tenant acknowledges and agrees that the provisions of this Section 11.1 are subject to Landlord's rights under Section 11.2 hereof.

11.2 Alterations by Landlord. Notwithstanding anything to the contrary contained herein, Landlord may (i) alter, add to, subtract from, construct improvements on, re-arrange, and construct additional facilities in, adjoining, or proximate to the Building; (ii) relocate the facilities and improvements in or comprising the Building or erected on the land; (iii) do such things on or in the Building as required to comply with any laws, by-laws, regulations, orders, or directives affecting the land or any part of the Building; and (iv) do such other things on or in the Building as Landlord, in the use of good business judgment determines to be advisable, provided that notwithstanding anything contained in this Section 11.2, (a) access to the Premises shall be available at all times except in the case of emergencies, and (b) there shall be no material restrictions or material impediments to access to the Premises by Tenant's patrons, including without limitation during any period of construction by Landlord (and at all times Tenant's patrons must have reasonable access to the Premises from Landlord's casino and from the main entrance to the fronton at ground level, including access for those under 21 years of age and those with impaired mobility), and (c) in connection with any such work, Landlord shall minimize interference with Tenant's business operations. Landlord's shall not exercise its rights pursuant to this Section in any manner that would interfere with Tenant's use and enjoyment of the Premises in any material respect.

11.3 Access. Access to the Premises shall be available to the Tenant during the hours that the Magic City Casino is open to the general public, and even if not open to the general public, from 9:00 a.m. to 2:00 a.m., 7 days per week, 365 days per year, subject to reasonable security measures and except for emergency events which cause Landlord to limit access to the Building.

ARTICLE XII
CONDEMNATION

12.1 Total or Partial Taking. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to any public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay rent and other charges up to the Taking Date, with appropriate credit by Landlord (toward the next installment of rent due from Tenant) of any rent or charges paid for a period subsequent to the Taking Date. Rent payable to Landlord shall be reduced in proportion to the amount of the Premises taken. In addition, if less than the entire Premises is taken, but the remaining portion renders the Premises unusable for the purposes leased hereunder (as determined by Tenant in the exercise of its reasonable business judgment), then Tenant may terminate this Lease by written notice to Landlord within thirty (30) days after such taking, whereupon Tenant shall vacate and surrender the Premises in the manner required by this Lease within one hundred twenty (120) days after the date of Tenant's termination notice, and both parties shall be relieved of all further obligations under this Lease, except as otherwise expressly set forth herein.

12.2 Taking for Temporary Use. If there is a taking of the Premises for temporary use not to exceed sixty (60) days, this Lease shall continue in full force and effect, and Tenant shall continue to comply with Tenant's obligations under this Lease, except to the extent compliance shall be rendered impossible or impracticable by reason of the taking. Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken for the period of such temporary use.

12.3 Award. All compensation awarded or paid upon a total or partial taking of the Premises or Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord

without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant, Tenant's moving and other relocation expenses, leasehold improvements paid for by Tenant, and other business damages except leasehold value; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

ARTICLE XIII
PARKING

Tenant shall have the right to use parking facilities serving the Project for use by Tenant, its employees, and invitees. Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the parking areas. Tenant acknowledges that its non-exclusive right to use the parking facilities may be subject to such rules and regulations and limitations as reasonably imposed by Landlord from time to time. Landlord shall also have the right to reasonably establish or modify the methods used to control parking in the parking facilities, including, without limitation, the installation of certain control devices or the hiring of parking attendants or a managing agent and/or parking operator, provided that parking shall always be free of charge.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, then Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, Legal Requirements, epidemic or pandemic, or any other cause whatsoever beyond the control of Landlord or Tenant, as applicable. The foregoing force majeure provisions of this paragraph are inapplicable to any payments of money due under this Lease.

14.2 Holding Over.

(a) Tenant acknowledges that Landlord has advised Tenant that Landlord's possession, occupation and use of the Premises upon the day immediately following the Expiration Date, will be necessary in connection with preparing the same for the Landlord's intended development and construction work at the Project (the "Planned Use"). Landlord and Tenant recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of all or any portion of the Premises in accordance with the terms of this Lease on or before the Expiration Date will be substantial, will interfere with the Planned Use, and will exceed the amount of the rent theretofore payable hereunder, and the accurate measurement of Landlord's damages will be extremely difficult, if not impossible. Therefore, if Tenant remains in possession of the Premises after the end of the Term without having executed and delivered a new lease or an agreement extending the Term, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, there shall be no tacit renewal of this Lease or the Term, Tenant shall be deemed to be in default and to be occupying the Premises as a Tenant at sufferance at a monthly rent payable in advance on the first day of each month equal to the fair market rental value that Landlord could obtain by leasing the Premises for their highest and best use (the "Holdover Amount"), and otherwise upon the same terms as are set forth in this Lease, so far as they are applicable to a tenancy at sufferance. The provisions of this Section 14.2(a) shall not in any way be deemed to (i) permit Tenant to remain in possession of the Premises after the Expiration Date or (ii) imply any right of Tenant to use or occupy the Premises after the Expiration Date, and no

acceptance by Landlord of any Holdover Amount or other payments from Tenant after the Expiration Date shall be deemed to be other than on account of the Holdover Amount to be paid by Tenant in accordance with the provisions of this Section 14.2(a). The Holdover Amount shall be payable in full without credit, offset, setoff or deduction. Notwithstanding anything to the contrary contained in the Lease, the acceptance of the Holdover Amount shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding or any other remedies described in this Lease.

(b) Notwithstanding anything to the contrary contained in the Lease, Tenant acknowledges and agrees that, from and after the Expiration Date, Tenant shall be liable for consequential damages incurred by Landlord as a result of Tenant's failure to timely vacate the Premises on or before the Expiration Date.

14.3 Waiver; Partial Invalidity. If either Landlord or Tenant excuses or condones any default by the other of any obligation under this Lease, this shall not be a waiver of such obligation in respect of any continuing or subsequent default and no such waiver shall be implied. All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any such provision is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Lease.

14.4 Recording. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord and Tenant.

14.5 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties as follows:

If to Landlord:

PCI Gaming Authority d/b/a Wind Creek Hospitality
303 Poarch Rd.
Atmore, AL, 36502
Attention: James Dorris
Arthur Mothershed
Lori Stinson
E-mail: [redacted]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001-8602
Attention: Howard L. Ellin
Thaddeus P. Hartmann
Email: Howard.Ellin@skadden.com
Thaddeus.Hartmann@skadden.com

If to Tenant:

West Flagler Associates, Ltd.
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
E-mail: [redacted]

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

Akerman LLP
201 E. Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 3330
Attention: Tamara Malvin
Edward Ristaino
Eric Rapkin
E-mail: tamara.malvin@akerman.com
edward.ristaino@akerman.com
eric.rapkin@akerman.com

Any such notices shall be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) Business Day after deposit with the courier service. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

14.6 Successors; Joint and Several Liability. The rights and liabilities created by this Lease extend to and bind the successors and assigns of Landlord and Tenant. No rights, however, shall inure to the benefit of any transferee unless such Transfer complies with the provisions of Article VIII. If there is at any time more than one Tenant or more than one person constituting Tenant, their covenants shall be considered to be joint and several and shall apply to each and every one of them.

14.7 Captions and Section Numbers. The captions, Section numbers, and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way affect the substance of this Lease.

14.8 Extended Meanings. The words "hereof," "hereto," "hereunder," and similar expressions used in this Lease relate to the whole of this Lease and not only to the provisions in which such expressions appear. This Lease shall be read with all changes in number and gender as may be appropriate or required by the context. This Lease has been fully reviewed and negotiated by each party and their counsel and shall not be more strictly construed against either party due to a party having drafted this Lease.

14.9 Entire Agreement; Governing Law; Time. This Lease and the Exhibits and Riders, if any, attached hereto are incorporated herein and set forth the entire agreement between Landlord and Tenant concerning the Premises and Tenant's use and occupancy thereof and there are no other agreements or understandings between them concerning the Premises and Tenant's use and occupancy thereof. This Lease and its Exhibits and Riders may not be modified except by agreement in writing executed by Landlord and Tenant. This

Lease shall be construed in accordance with and governed by the laws of the State of Florida. Time is of the essence of this Lease.

14.10 No Partnership. Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes Landlord a partner of Tenant or a joint venturer or member of a common enterprise with Tenant.

14.11 Quiet Enjoyment. Subject to Landlord's rights pursuant to Section 11.2 hereof, if Tenant pays rent and other charges and fully observes and performs all of its obligations under this Lease, during the Term, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

14.12 Brokerage. Landlord and Tenant each represent and warrant one to the other that neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability (including, without limitation, reasonable attorneys' fees and costs) with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty.

14.13 Radon. Florida law requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. 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 health department."

14.14 Business Days. For all purposes of this Lease, a "Business Day" means any day other than a Saturday, Sunday or legal holiday declared by the federal government. As of the date of this Lease, for purposes of this Lease, federal holidays shall be New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

14.15 Authority. Tenant and Landlord each represent to the other party to this Lease that such party is authorized to do so and that this Lease has been duly authorized and executed by such party.

14.16 OFAC Compliance. Each of Landlord and Tenant represents and warrants that (a) neither it nor any person or entity that owns an equity interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) its activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), and (c) Landlord and Tenant each shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

14.17 Reasonableness. Wherever in this Lease the consent or approval of either Landlord or Tenant is required, such consent or approval shall not be unreasonably withheld, delayed, or conditioned, unless the Lease expressly provides that such consent shall be in such party's sole discretion. Whenever the provisions

of this Lease allow Landlord or Tenant to perform or not perform some act at their option or in their judgment, the decision of Landlord and Tenant to perform or not perform such act must be reasonable, unless the Lease expressly provides that such decision to perform or not perform shall be in such party's sole discretion.

14.18 **TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.**

14.19 Landlord's Limited Waiver of Sovereign Immunity. The provisions set forth in Section 10.11 of the Purchase Agreement are incorporated herein by reference as if set forth in full in this Lease and shall be binding on each party with respect to this Lease as if fully set forth herein, *mutatis mutandis*.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By:_____
Print Name:_____
Title:_____

TENANT:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By:_____
Print Name:_____
Title:_____

EXHIBIT A

FLOOR PLANS OF PREMISES

[attached]

3rd Floor Clubhouse

EXHIBIT A-1

FLOOR PLAN SHOWING LOWER LEVEL MARKETING STORAGE CLOSET

EXHIBIT B

INVENTORY OF JAI ALAI EQUIPMENT AND OTHER ASSETS

- Speakers
- Lights
- Sound equipment
- Cameras
- Computers
- Servers
- Physical fronton structure
- Jai Alai Studio Inventory
  - Dell EMC Server Rack Enclosure
  - 3 PHENIX Streaming Servers
  - 2 Trip Lite UPS Surge Protectors and backup
  - 2 Network Switches
  - Studio 6 Workstation/ Main Stream PC (Custom Built PC Workstation)
  - Studio 6 Workstation/ Backup Stream PC (Custom Built PC Workstation)
  - Replay Workstation/ With Replay Controller (Custom Built PC Workstation)
  - Editing/ Stream Workstation (2019 Mac Pro)
  - 8 Display Monitors
  - 4 UPS Surge Protectors for Workstations
  - 2 YAMAHA HS8 Studio Monitor Speakers
  - Focusrite Sound Interface
  - AJA KiPro ULTRA Video Recorder
  - 8 Birddog PF120 NDI Cameras (located in 305)
  - Shure SM7B Microphone
  - Blackmagic Design SDI Distribution Splitter
- Jai-Alai Equipment Inventory in and around Fronton
  - Video
    - 1-Screen pro 2 with two Destination with 4- monitors
    - 2- PC laptops
    - 1-Mac laptop
    - 1- Mac computer
    - 5- DirecTV boxes
    - 1- LED wall 8.2 x 14.9
    - 2-novastar LED display video controller
    - 1-12x16 video screen
    - 1-9x12 video screen
    - 2- Panasonic 8000 lumen projectors
    - 4-50" TV on stage
    - 4-43" TV on stage
    - 3-27"TV for announcer
    - 1-43"TV for Players
  - Audio
    - Yamaha LS9 console
    - D&B line array with D12 amplifier
    - 3- microphone for announcement
    - 1- backup microphone
    - 2- wireless handheld Microphone
    - 1- court microphone

- 1-audience microphone
- 3-pc direct box
- 4-Wireless com BTR 800
- 8- RTS com

- Lighting
  - 2- Leko
  - 4- R5 Elation beams
  - 1- 4ch Standalone dimmer

EXHIBIT C

SNDA

PREPARED BY, AND RETURN TO:
Latham & Watkins LLP
Attn: Aaron Friberg, Esq.
12670 High Bluff Drive
San Diego, CA 92130

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

TENANT:	West Flagler Associates, Ltd. [_____] Phone: [_____]
LANDLORD/GRANTOR:	PCI Gaming Authority [_____] Phone: [_____]
AGENT/GRANTEE:	[●], as Agent [_____] Phone: [_____]
INDEXING INSTRUCTIONS:	[●]

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of _____, 2022 (the "Effective Date") by and among [_____], as administrative agent and collateral agent under the Credit Agreement (as defined below) (together with its successors and assigns from time to time in such capacities, "Agent"), PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Landlord"), and WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Tenant").

RECITALS

A. [_____ ("Borrower"),][1] Landlord and the other Guarantors party thereto, the lenders from time to time party thereto (the "Lenders"), Agent and various other agents and lenders, have entered into that certain Credit Agreement, dated as of [●], 2022 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the making of certain loans and extensions of credit (the "Loans") to the Landlord [and the guarantee by the Landlord of the obligations of the Borrower and the other Credit Parties under the Financing Documents (as defined below)]. Capitalized terms used herein but not defined herein shall have the meaning given thereto in the Credit Agreement;

B. In order to satisfy the requirements of the Credit Agreement, and to secure the Landlord's obligations under the Credit Agreement and the other [Credit Documents][2], the Landlord executed and delivered that certain [Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing], dated as of [●], 2022 recorded on [●], 2022, at Instrument No. [●], in the Official Records of the County Recorder of Miami-Dade County, Florida (together with all amendments, increases, renewals, modifications, consolidations, spreaders, combinations, supplements, replacements, substitutions, and extensions, either current or future, referred to hereafter as the "Mortgage") granting to Agent a first lien on that certain real property (the "Premises") described in Exhibit A attached hereto, together with the improvements thereon and assigning all leases, rents, issues and profits from the Premises (collectively, the "Property"). [The Mortgage, the Credit Agreement, the Security Documents, the other Credit Documents, and other documents executed in connection with the foregoing are hereafter collectively referred to as the "Financing Documents."]

C. Tenant and Landlord entered into that certain Lease, dated as of [●], 2022 (as it may subsequently be amended and/or modified, the "Lease"), for certain jai alai facilities located upon the Premises. The Lease creates a leasehold estate in favor of Tenant for space (the "Leased Premises") located on the Premises.

D. The Lenders are making the Loans to, and other credit advances for the account of, [Borrower][Landlord] in reliance, among other things, upon the agreements set forth herein and it is to the mutual benefit of all the parties hereto that the Loans and other credit advances to

[1] NTD: Form subject to revision based on identification of Borrower entity.
[2] NTD: Defined terms used in this agreement are subject to finalization of credit documentation.

[Borrower][Landlord] be made.

E. Landlord, Tenant and Agent are willing to agree and covenant that the Lease shall be subject and subordinate to the Mortgage as more particularly hereinafter set forth.

AGREEMENT

TO CONFIRM their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, Landlord and Tenant, intending to be legally bound, agree and covenant as follows:

1. Representations and Warranties. Tenant warrants and represents as of the date hereof to Agent[, Landlord and the Borrower] that (a) the "Commencement Date" of the Lease is [●], 2022, (b) there are no known defaults on the part of Landlord or Tenant or events or occurrences that, with the giving of notice, the passage of time, or both, would constitute such a default, (c) the Lease is a complete statement of the agreement of the parties thereto with respect to the letting of the Leased Premises and Tenant is the sole owner of the leasehold estate created by the Lease, (d) no rental payable under the Lease has been paid more than one (1) month in advance of its due date, (e) the Lease is in full force and effect and (f) as of the Effective Date, Tenant has no charge, defense, lien, claim, counterclaim, offset or setoff under the Lease or against any amounts payable thereunder.

2. Tenant Subordination.

2.1 Subject to the provisions of this Agreement, the Mortgage shall constitute a lien or charge on the Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant (including, but not limited to, any option to purchase, right of first refusal or right of first offer to purchase the Premises or any portion thereof) under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of Tenant under it, is subordinated, at all times, to the lien or charge of the Mortgage in favor of Agent.

2.2 By executing this Agreement, Tenant subordinates the Lease and Tenant's interest under it to the lien right and security title and to all advances or payments made, or to be made, under the Mortgage or the other Financing Documents and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

3. Nondisturbance.

3.1 Despite Tenant's subordination under Section 2, and subject to the termination provisions set forth in Section 5, Tenant's peaceful and quiet possession of the Leased Premises shall not be disturbed and Tenant's rights and privileges under the Lease shall not be diminished, modified, enlarged or otherwise affected during the term of the Lease, as extended, by Agent's exercise of its rights or remedies under the Mortgage (subject to the provisions of Section 5 or otherwise), provided that Tenant:

(a) is not in default in the payment of the rent or additional rent or in the performance of any of the other material terms, covenants, or conditions of the Lease that Tenant is required to perform (beyond any period given Tenant under the Lease to cure such default); and

(b) has not canceled or terminated the Lease (without regard to whether Landlord or Tenant is then in default under the Lease), nor surrendered the Leased Premises.

3.2 If (a) Agent or any Successor Landlord (as hereinafter defined) shall acquire title to, and possession of, the Leased Premises on foreclosure in an action in which Agent shall have been required to name Tenant as a party defendant, and (b) Tenant is not in default under the Lease beyond any applicable cure or grace periods, has not canceled or terminated the Lease (without regard to whether Landlord or Tenant is then in default under the Lease), nor surrendered the Leased Premises at the time Agent or such Successor Landlord shall so acquire title to, and possession of, the Leased Premises, Agent or such Successor Landlord and Tenant shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

(a) Agent or Successor Landlord shall have no obligations or liabilities to Tenant under any such new lease beyond those of Landlord (or its predecessor-in-interest) as were contained in the Lease; and

(b) The expiration date of any new lease shall coincide with the original expiration date of the Lease, together with any remaining extension options.

3.3 Tenant shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Mortgage unless such joinder shall be legally required to perfect the foreclosure, trustee's sale, or other proceeding, but then only for such purpose and not for the purpose of terminating the Lease.

3.4 Notwithstanding any provision in this Agreement to the contrary, but subject to Section 5, simultaneously with acquiring the Landlord's interest under the Lease (whether by foreclosure, deed in lieu of foreclosure or otherwise), the Agent or any Successor Landlord, as the case may be, shall (a) abide by the provisions of the Lease, and (b) expressly and unconditionally assume in writing all obligations of Landlord under the Lease that arise or are to be performed from and after the date of such assumption.

4. Attornment.

4.1 If Agent shall succeed to Landlord's interest in the Premises by foreclosure of the Mortgage, by deed in lieu of foreclosure, or in any other manner, Tenant shall attorn to any Successor Landlord (as defined below) and so long as Tenant is not in default pursuant to the terms, covenants and conditions of the Lease beyond any applicable notice and/or cure periods specifically provided for in the Lease, the Lease shall continue, in accordance with its terms, between Tenant and Agent or such other Successor Landlord for the balance of its term with the

same force and effect as if Successor Landlord were the Landlord under the Lease, except as otherwise expressly provided in this Agreement. Tenant shall be deemed to have full and complete attornment to, and to have established direct privity between Tenant and any of the following, after the same has satisfied all of the requirements of Section 3.4(a) and (b) hereof as of the date of such transfer of the Landlord's interest in the Lease (each a "Successor Landlord"):

(a) Agent when in possession of the Premises;

(b) a receiver appointed in any action or proceeding to foreclose the Mortgage;

(c) any party acquiring title to the Premises, including any transferee acquiring title to the Premises by foreclosure of the Mortgage, deed in lieu of foreclosure or otherwise by, through or relating to the enforcement of, the Mortgage;

(d) any successor to Landlord; or

(e) any successor to Agent.

4.2 Tenant's attornment is self-operating, and it shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Agent agrees to give Tenant written notice if Agent has succeeded to the interest of Landlord under the Lease. Subject to Section 5, the terms of the Lease are incorporated into this Agreement by reference.

4.3 If the interests of Landlord under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Agent, in consideration of, and as condition precedent to, Tenant's agreement to attorn to any Successor Landlord, such Successor Landlord shall comply with the requirements of Section 3.4(a) and (b) hereof as of the date of such transfer of the Landlord's interest in the Lease.

5. Agent as Landlord. If Agent or any other Successor Landlord shall succeed to the interest of Landlord under the Lease (any such successor (including the Agent), a "Successor"), Successor shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from the date of Successor's succession to Landlord's interest under the Lease, have the same remedies against Successor for breach of the Lease that Tenant would have had under the Lease against Landlord; provided, however, that despite anything to the contrary in this Agreement or the Lease, any Successor shall not be:

(a) except as otherwise provided herein, liable for any act or omission of any previous landlord (including Landlord) (except for ongoing maintenance and repair obligations), provided that the foregoing shall not be construed to limit Tenant's right to possession of the Leased Premises for the entire term of the Lease, as extended, on the terms and conditions of the Lease;

(b) liable for any security deposit not actually received by Successor Landlord, or bound by any rent or additional rent that Tenant may have paid for more than one (1) month in advance to any previous landlord (including Landlord);

(c) obligated to cure any defaults of Landlord which occurred, or to make any payment to Tenant which was required to be paid by Landlord, prior to such sale, conveyance or termination (excluding non-monetary defaults of Landlord of a continuing nature that are susceptible of cure);

(d) intentionally omitted;

(e) bound by any obligations to perform any construction obligations of Landlord under the Lease or liable for any defects (latent, patent or otherwise) in the design, workmanship, materials, construction or otherwise with respect to improvements and buildings constructed on the Property (excluding any continuing construction, maintenance or repair obligations of Landlord expressly provided for in the Lease);

(f) subject to any credits, offsets, defenses, claims, counterclaims or demands that Tenant might have against any prior landlord (including, without limitation, the Landlord); or

(g) bound by any amendment or modification of the Lease made without the written consent of Agent (which shall not be unreasonably withheld and which shall be Landlord's responsibility to obtain at Landlord's expense).

6. Notice of Default; Right To Cure.

6.1 In the event Tenant gives written notice to Landlord of a breach of its obligations under the Lease, Tenant shall forthwith furnish a copy of such notice to Agent at or about the same time as such notice is given to Landlord and no such notice of default shall be deemed given by Tenant to Agent under the Lease unless and until a copy of such notice shall have been so delivered to Agent.

6.2 In the event that Landlord receives notice from Tenant of a breach by Landlord of any of its monetary obligations under the Lease, and such breach is not cured by Landlord pursuant to the provisions of the Lease, Tenant shall not terminate the Lease in connection with such default except as provided in this Section 6.2 (but shall be entitled to avail itself of all other remedies provided to Tenant under the Lease), and Tenant shall, in addition to the notice provided in Section 6.1 hereof, give written notice of the monetary failure to cure on the part of Landlord to Agent at the expiration of the period within which Landlord may cure as set forth in the Lease. Then, Agent may (but shall not be obligated to) proceed to cure any such failure within thirty (30) days after receipt of the additional notice herein set forth. If Agent fails to cure such monetary default within such thirty (30) day period, Tenant shall be entitled to exercise all rights and remedies for such monetary default as provided in the Lease (including, but

not limited to, the right to terminate the Lease), without the necessity to provide any further notice or cure period whatsoever.

6.3 In the event that notice from Tenant of a non-monetary breach by Landlord of any of its obligations under the Lease, and such breach is not cured by Landlord pursuant to the provisions of the Lease, Tenant shall not terminate the Lease in connection with such default except as provided in this Section 6.3 (but shall be entitled to avail itself of all other remedies provided to Tenant under the Lease), and Tenant shall, in addition to the notice provided in Section 6.1 hereof, give notice of the failure to cure on the part of Landlord to Agent at the expiration of the period within which Landlord may cure as set forth in the Lease ("Tenant's Notice"). Thereafter, Agent may (but shall not be obligated to), by providing written notice of its intention to cure any such non-monetary default to Tenant within thirty (30) days after receipt of the Tenant's Notice, proceed to cure any such non-monetary default. In the event Agent elects to proceed to cure such non-monetary default, Agent shall complete such cure within thirty (30) days after the date of receipt of the Tenant's Notice; provided, however, if: (a) the non-monetary default cannot reasonably be cured within such thirty (30) day period; (b) Agent diligently commences cure of such non-monetary default within such thirty (30) day period; and (c) after commencing efforts to cure such non-monetary default, diligently and in good faith pursues same to completion, then such thirty (30) day period shall be extended to a reasonable amount of time to cure such non-monetary default; provided, further, if:

(a) after exercising Agent's commercially reasonable efforts to cure such default, including, but not limited to, by seeking appointment of a receiver, exercising legal self-help rights, or obtaining access to the property by other commercially reasonable means to cure such default, as a result of the nature of such default, such default is not reasonably susceptible of being cured without Agent obtaining possession of the Premises by institution of a foreclosure proceeding (any such default, a "Possessory Defaults");

(b) unless it is enjoined or stayed, Agent takes steps to acquire or sell Landlord's interest in the Premises by foreclosure or other appropriate means and diligently prosecutes the same to completion; and

(c) before the expiration of such thirty (30) day period, Agent provides notice of such Possessory Default to Tenant, an explanation of the efforts undertaken by Agent to cure such default without first instituting foreclosure proceedings and the reasons such efforts failed;

then such thirty (30) day cure period shall be extended for such reasonable amount of time to obtain possession of the Premises and cure such non-monetary default, so long as Agent continues to pursue such cure with reasonable diligence. If Agent fails to cure such non-monetary default within such thirty (30) day period (as extended as permitted in the previous sentence, if applicable), Tenant shall be entitled to exercise all rights and remedies for such non-monetary default as provided herein (including, but not limited to, termination of the Lease), without the necessity to provide any further notice or cure period whatsoever. Agent shall not be required to continue such foreclosure proceeding after the default has been cured, and if the default shall be cured and Agent shall discontinue such foreclosure proceedings, the Lease shall continue in full force and effect as if Landlord had timely cured the default under the Lease.

6.4 Except as expressly provided in Section 6.3 with respect to extension of the cure periods, the commencement and/or prosecution of foreclosure proceedings shall not be deemed to abate, toll, extend or otherwise modify the cure rights of Agent set forth in this Section 6.

6.5 It is expressly understood that Agent's right to cure any such default or claim shall not be deemed to create any obligation for Agent to cure or to undertake the elimination of any such default or claim (unless Agent notifies Tenant under Section 6.3 that Agent will undertake the cure).

7. Assignment of Rents. If Landlord defaults in its performance of the terms of the [Financing Documents], Tenant agrees to recognize the assignment of leases and rents made by Landlord to Agent under the Mortgage and shall pay to Agent, as assignee, from the time Agent gives Tenant notice that Landlord is in default under the terms of the Financing Documents (and regardless of any other or contrary notice or instruction which Tenant may receive from Landlord), the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Agent. Payments of rents to Agent by Tenant under the assignment of leases and rents and Landlord's default shall continue until the first of the following occurs:

(a) No further rent is due or payable under the Lease;

(b) Agent gives Tenant notice that Landlord's default under the Financing Documents has been cured and instructs Tenant that the rents shall thereafter be payable to Landlord; or

(c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Agent or Successor Landlord) gives Tenant notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Landlord's interests under the Lease, after which time the rents and other benefits due Landlord under the Lease shall be payable to the purchaser as the owner of the Premises.

8. Tenant's Reliance. When complying with the provisions of Section 7, Tenant shall be entitled to rely on the notices given by Agent under Section 7, and Landlord and Agent each, jointly and severally, agree to release, relieve, protect and indemnify Tenant from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of Tenant's compliance with such notice.

Tenant shall be entitled to full credit under the Lease for any rents paid to Agent in accordance with Section 7 to the same extent as if such rents were paid directly to Landlord. Any dispute between Agent and Landlord as to the existence of a default by Landlord under the terms of the Mortgage, the extent or nature of such default, or Agent's right to foreclosure of the Mortgage, shall be dealt with and adjusted solely between Agent and Landlord, and Tenant shall not be made a party to any such dispute (unless required by law).

9. Agent's Status. Nothing in this Agreement shall be construed to be an agreement by Agent to perform any covenant of Landlord under the Lease nor shall it deem Agent as Landlord under the Lease, unless and until it obtains title to the Premises by power of sale, judicial

foreclosure, or deed in lieu of foreclosure, obtains possession of the Premises under the terms of the Mortgage or expressly agrees to perform such covenant in a writing duly executed by Agent after the date hereof.

10. Special Covenants. If Agent acquires title to the Premises, Tenant agrees that Agent shall have the right at any time in connection with the sale or other transfer of the Premises to assign the Lease or Agent's rights under it to any person or entity, and that Agent, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Agent's interest assumes Agent's obligations under the Lease, in writing, from and after the date of such transfer.

11. Additional Rights and Obligations.

11.1 For the avoidance of doubt, in the event Agent exercises its rights under this Agreement and the Mortgage to foreclose on the Premises, Landlord shall remain liable for all of the obligations to Tenant in connection with the Premises prior to the effective date of the transfer of its interest in the Lease.

12. Notice. All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when:

(a) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or

(b) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne.

Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Agent:	[_____] [●] [●] Attention: [●]
Copy to:	**Latham & Watkins LLP** 12670 High Bluff Drive San Diego, California 92130 Attention: Brett Rosenblatt, Esq.
Tenant:	**West Flagler Associates, LTD.** [●] [●] Attention: [●]
Copy to:	**[●]** [●]

[●]
Attention: [●]

Landlord: **PCI Gaming Authority**
[●]
[●]
Attention: [●]

Copy to: **[●]**
[●]
[●]
Attention: [●]

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not affect the effectiveness of a notice given hereunder.

13. Miscellaneous Provisions.

13.1 Anything herein or in the Lease to the contrary notwithstanding, in the event that Agent or any purchaser shall acquire title to the Property and become a Successor Landlord, such Successor Landlord shall have no obligation, nor incur any liability, beyond Successor Landlord's then interest, if any, in the Property and Tenant shall look exclusively to such interest, if any, of Successor Landlord in the Property for the payment and discharge of any obligation imposed upon Agent hereunder or upon Successor Landlord under the Lease, and Successor Landlord is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor Landlord, Tenant shall look solely to the estate or interest owned by Successor Landlord in the Property (which estate or interest includes the proceeds of sale, insurance, condemnation, and rentals and other income), and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

13.2 This Agreement shall inure to the benefit of and be binding upon Tenant and any successor or assignee of Tenant which pursuant to the provisions of the Lease is entitled to succeed to Tenant's interest therein without consent of Landlord or has succeeded to Tenant's interest with Landlord's consent, but not to any other successor or assignee unless such successor or assignee has been previously approved by Agent. This Agreement shall inure to the benefit of and be binding upon Agent and its successors and assigns, including any person or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure or otherwise. The representations of Tenant set forth in Section 1 hereto are made for the benefit of the Landlord and its successors and assigns, but as provided therein are made only as of the date hereof and are not deemed remade upon transfer to a successor or assign.

13.3 This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.

13.4 The captions contained in this Agreement are for convenience only and in

no way limit or alter the terms and conditions of the Agreement.

13.5 This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of Florida except to the extent that Florida law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

13.6 This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of Tenant under it, to the lien or charge of the Mortgage and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Mortgage, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.

13.7 Tenant acknowledges that this Agreement satisfies any requirement in the Lease that Landlord obtain a nondisturbance agreement for Tenant's benefit.

13.8 If and to the extent that the Lease or any provision of law shall entitle Tenant to notice of any mortgage, Tenant acknowledges and agrees that this Agreement shall constitute said notice to Tenant of the existence of the Mortgage.

13.9 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and same instrument. Signature and acknowledgement pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease. Execution and delivery of this Agreement by .pdf scan or other electronic means shall have the same legal effect as delivery of an original signed Agreement.

13.10 If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorney fees, costs, and expenses it has incurred.

13.11 Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

13.12 Nothing contained in this Agreement shall in any way impair or affect the rights of the Agent against the [Borrower or the] Landlord arising under the Mortgage or the other Financing Documents.

13.13 Tenant acknowledges that the interest of Landlord under the Lease is assigned to Agent solely as security for the Credit Agreement, and Agent shall have no duty, liability or obligation under the Lease or any extension or renewal thereof, unless Agent shall specifically undertake such liability in writing or Agent becomes and then only with respect to periods in which Agent becomes, the fee owner of the Property.

13.14 Tenant hereby covenants and agrees to promptly, upon the written request of Agent, certify in writing to Agent, in connection with any proposed assignment of the Mortgage, whether or not to Tenant's knowledge any default on the part of Landlord then exists under the Lease, and to deliver to Agent any tenant estoppel certificates required under the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed on the date first above written.

AGENT:

[_____],
as the Agent

By: _____
Name: _____
Title: _____

State of _____)
) ss.:
County of _____)

On the ___ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

My commission expires: [Notary Seal]

_____

TENANT:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By:_____
Print Name:_____
Title:_____

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 by _____, as _____ of Southwest Florida Enterprises, Inc., a Florida corporation, on behalf of the corporation, which corporation is general partner of WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership, on behalf of the limited partnership. He/She is personally known to me or produced a valid driver's license as identification.

_____
Notary Public

My commission expires: [Notary Seal]

_____

LANDLORD:

PCI GAMING AUTHORITY,
an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By: _____
Name:
Title:

State of _____)
) ss.:
County of _____)

On the___day of_____in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

My commission expires: [Notary Seal]

_____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

[to be inserted]

Exhibit B

RWI Policy

(See attached.)

AIG SPECIALTY INSURANCE COMPANY
1271 Avenue of the Americas, Floor 37
New York, NY 10020-1304

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.

POLICY NUMBER: 11375432

BUYER-SIDE REPRESENTATIONS AND WARRANTIES INSURANCE POLICY

Notice: This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law.

NOTICE: THE INSURER NAMED HEREIN IS NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER, NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, COVERAGE IS LIMITED TO CLAIMS THAT THE NAMED INSURED REPORTS TO THE INSURER DURING THE POLICY PERIOD OR WITHIN THE FORTY-FIVE (45) DAY PERIOD IMMEDIATELY FOLLOWING THE EXPIRY DATE. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS IT WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: DEFENSE COSTS COVERED UNDER THIS POLICY ARE PART OF LOSS AND AS SUCH ARE SUBJECT TO THE RETENTION AND THE LIMIT OF LIABILITY.

NOTICE: THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND. NOTWITHSTANDING THE FOREGOING, IF THE RETENTION HAS BEEN COMPLETELY EXHAUSTED, THEN, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, THE INSURER SHALL INDEMNIFY, REIMBURSE OR PAY ON BEHALF OF THE INSUREDS FOR DEFENSE COSTS COVERED UNDER THIS POLICY.

DECLARATIONS

All capitalized terms used but not defined in this Policy (hereinafter defined) shall have the respective meanings assigned thereto in the Acquisition Agreement (hereinafter defined).

Item 1. Named Insured: PCI Gaming Authority d/b/a Wind Creek Hospitality
303 Poarch Rd.
Atmore, AL, 36502
Attn: James Dorris
Arthur Mothershed
Lori Stinson
E-mail: [redacted]

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	Additional Insureds:	Buyer Indemnitees (as such term is defined in the Acquisition Agreement) other than the Named Insured and any third-party representatives). Collectively, the Named Insured, the Additional Insureds, successors and permitted assigns, and each of their respective direct and indirect subsidiaries, equityholders, stockholders, shareholders, owners, members, beneficiaries, general or limited partners, officers, directors, managers, and employees are referred to herein as the "Insureds", and "Insured" means any one of them.
Item 2.	Acquisition Agreement:	Asset Purchase Agreement, dated as of September 20, 2022, entered into between West Flagler Associates, Ltd. and PCI Gaming Authority.
Item 3.	Policy Period:	From September 20, 2022 ("Inception") until [_____], 2025[1] (the "Expiry Date"); provided that the Expiry Date with respect to the Fundamental Representations and the Pre-Closing Tax Indemnity shall be [_____], 2028.[2]
Item 4.	Limit of Liability:	[redacted] in the aggregate.
Item 5.	Retention:	[redacted], in the aggregate, inclusive of any amounts to be borne by the Buyer Indemnitees in respect of the Basket Amount set forth in Section 8.04 of the Acquisition Agreement. Subject to Section 3(b)(ii) of the Policy, to the extent that the then-remaining Retention is greater than [redacted], on [____][3] (the "Retention Dropdown Date"), the Retention shall be reduced to [redacted], in the aggregate, on such date. The Retention may be eroded down to [redacted] for Prosecution Costs, notwithstanding that Prosecution Costs are not otherwise considered Losses under this Policy; provided that such Prosecution Costs would not otherwise be excluded pursuant to Section 4 of this Policy.
Item 6.	Premium:	Non–Terrorism Portion: [redacted] Terrorism Portion: [redacted] Premium: [redacted]
Item 7.	Brokerage Commission:	The Premium is inclusive of a 15% insurance brokerage commission.

[1] Date that is the three-year anniversary of the Closing Date.
[2] Date that is the six-year anniversary of the Closing Date.
[3] the 12-month anniversary of the Closing.

Item 8.	Taxes:	The Premium is exclusive of any applicable surplus lines or premium tax and any other applicable tax, fee or surcharge. It is the Named Insured's responsibility to pay any such amounts.
Item 9.	Insurance Broker:	Alliant Insurance Services, Inc. 101 Park Avenue New York, NY 10016

---[DRAFT, NOT FOR EXECUTION]---
Authorized Representative

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(COVERAGE INCLUDED)

Coverage for acts of terrorism is included in this Policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $0, and does not include any charges for the portion of losses covered by the United States government under the Act.

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POLICYHOLDER NOTICE

Thank you for purchasing insurance from the AIG companies. AIG insurance companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG insurance companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producercompensation or by calling 1-800-706-3102.

AIG SPECIALTY INSURANCE COMPANY

BUYER-SIDE REPRESENTATIONS AND WARRANTIES INSURANCE POLICY

This **Buyer-Side Representations and Warranties Insurance Policy** (including any Declarations, exhibits, attachments or endorsements attached hereto, collectively, this "Policy") is issued by the Insurer to the Insureds and represents the complete agreement between the Insurer and the Insureds concerning the coverage provided hereunder.

WHEREAS, the Insureds or certain of them have entered into the Acquisition Agreement;

WHEREAS, the Insureds, pursuant to Article VIII of the Acquisition Agreement, may be entitled to indemnification from certain persons or entities for certain damages resulting from Breaches; and

WHEREAS, the Insureds desire to purchase insurance to insure them against Loss, and the Insurer desires to provide such insurance subject to the terms and conditions of this Policy.

NOW, THEREFORE, in consideration of the payment of the Premium, the Insurer and, by accepting this Policy, the Insurer and Insureds agree as follows:

SECTION 1. DEFINITIONS

(a) "Acquisition" means the acquisition, merger, consolidation, exchange or other combination contemplated by the Acquisition Agreement.

(b) "Acquisition Agreement" means the agreement set forth in Item 2 of the Declarations, including all exhibits, schedules or other attachments thereto (as such agreement may be amended from time to time in accordance with the terms and conditions of the Acquisition Agreement and this Policy), an executed copy of which is attached hereto as Exhibit A.

(c) "Actual Knowledge" of any individual means, with respect to a particular fact, event or circumstance, that such individual had actual conscious awareness of such fact, event or circumstance, and, with respect to a Breach, that such individual had actual conscious awareness of the existence of such fact, event or circumstance, and that such fact, event or circumstance actually constituted a Breach; provided that the burden of proof shall be on the Insurer to show that such individual had such actual conscious awareness at the relevant time and, for the avoidance of doubt, does not in any case (i) include constructive, implied or imputed knowledge of such individual or any actual, constructive, implied or imputed knowledge of any advisor or agent of any of the Insureds or (ii) require any duty or obligation of inquiry. For the avoidance of doubt, clause (ii) of the preceding sentence shall not be deemed to be a waiver of the obligation of the Deal Team Member signing the No Claims Declarations to consult with the other Deal Team Members to the extent expressly required pursuant to Section 2 thereof.

(d) "Additional Insureds" shall have the meaning set forth in Item 1 of the Declarations.

(e) "Ancillary Documents" means any certificate, instrument, document or agreement set forth on Exhibit F hereto.

(f) "Approved Firm" shall have the meaning set forth in Section 6(a) of this Policy.

(g) "Breach" means:

(i) any breach of or failure to be true of, or inaccuracy in, any of the representations and warranties set forth in (x) Article IV of the Acquisition Agreement as of the date on which the Acquisition Agreement was executed and/or as of the Closing, as

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applicable, or (y) any Ancillary Document as of the date of on which the Acquisition Agreement was executed and/or as of the Closing, as applicable, or in the case of clauses (x) and (y), with respect to those representations and warranties that speak only as of a date certain, as of such date certain; and/or

(ii) the incurrence of any amounts for which the Insureds could be entitled to indemnification pursuant to the Pre-Closing Tax Indemnity without regard to the liability limitations set forth in Section 8.04 of the Acquisition Agreement;

for each of clauses (i) and (ii) above that is discovered by any Insured at any time on or prior to the 5th day following the applicable Expiry Date, and regardless of whether the Insureds have remedies available in respect of such matters under the Acquisition Agreement or any liability or survival periods set forth in the Acquisition Agreement.

For the purposes of determining both whether a Breach has occurred, and the amount of Loss arising therefrom, (i) any "material", "materiality" or "Material Adverse Effect" qualifications contained therein shall be disregarded, and (ii) the Limitation Provisions shall be disregarded; provided that clause (i) of this sentence shall not apply to Section 4.06(d) (Absence of Certain Changes) of the Acquisition Agreement or to the word "Material" used in the defined term "Material Contract."

For purposes of this Policy, with respect to the Acquisition Agreement:

(i) the phrase "(which will not be material to the Business)" shall be deemed deleted from Section 4.04(b) (Financial Results);

(ii) the phase "along with the services provided under the Transition Services Agreement" shall be deemed inserted following the phrase "Purchased Assets" in Section 4.09(a) (Condition and Sufficiency of the Assets);

(iii) the phrase "and as proposed to be conducted" shall be deemed deleted from 4.13(a) (Information Technology); and

(iv) the last sentence of 4.16(a) (Legal Proceedings; Governmental Orders) shall be deemed deleted.

(h) "Claim Notice" means a claim notice substantially in the form attached hereto as Exhibit B.

(i) "Company" shall have the meaning ascribed to the term "Business" as set forth in the Acquisition Agreement.

(a) "Cyber Claims" means claims in connection with Loss relating to any (i) malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of the Business IT Systems, including the presence of any device or feature designed to disrupt, disable, or otherwise impair the functioning of any Software or any "back door," "time bomb", "Trojan horse," "worm," "drop dead device," or other code or routines that permit unauthorized access or the unauthorized disablement or erasure of such Software, (ii) non-compliance with any Privacy Laws, or (iii) any actual, alleged, or suspected data breach or other security incident involving (including any unauthorized access, use, modification, disclosure or other misuse of) Personal Information in the Business's possession or control (together, any "Cyber Matter") but solely to the extent the Losses arising out of such Breach are covered or would be covered under any applicable Cyber Insurance Policy without regard to exhaustion of the limits of liability of the Cyber Insurance Policy.

(b) "Cyber Insurance Policy" means each of the cyber insurance policies of the Company or its Subsidiaries set forth on Exhibit E attached hereto that provides coverage for Cyber Claims as of the date hereof, or any renewal, replacement or amendment of the foregoing that (i) was renewed, replaced or amended with substantially similar terms or (ii) is approved of in writing by the Insurer.

(c) "Deal Team Members" means those individuals whose names are set forth on Exhibit C attached hereto.

(d) "Declarations" means, collectively, those items set forth as Item 1 through Item 9 on the pages labeled as "Declarations."

(e) "Defense Costs" means the fees, costs, charges, expenses and disbursements incurred by, or on behalf of, the Insureds (including attorneys', accountants', consultants', advisors' and experts' fees, costs, expenses, disbursements and other charges and premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) in the investigation, adjustment, defense, mitigation, negotiation, appeal or settlement of (A) a Third Party Demand and/or (B) a potential Third Party Demand (including the investigation of the underlying facts and circumstances or notice thereof), but only in the event that a Third Party Demand is thereafter made and reported to the Insurer pursuant to the terms herein. Defense Costs do not include any internal salaries, benefits or other compensation for officers, employees or consultants of any of the Insureds (other than consultants specifically retained in connection with the investigation, adjustment, defense, appeal or settlement of such actual or potential Third Party Demand).

(f) "Expiry Date" shall have the meaning set forth in Item 3 of the Declarations.

(g) "Fundamental Representations" means, collectively, the representations and warranties set forth in Sections **Error! Reference source not found.** (Organization and Qualification of Seller), **Error! Reference source not found.** (Authority of Seller), **Error! Reference source not found.** (Title to Purchased Assets), **Error! Reference source not found.**(a) (Condition and Sufficiency of Assets), **Error! Reference source not found.** (Compliance with Laws; Permits and Licenses), 4.21 (Taxes) and **Error! Reference source not found.** (Brokers) of the Acquisition Agreement.

(h) "Inception" shall have the meaning set forth in Item 3 of the Declarations.

(i) "Insurance Broker" shall have the meaning set forth in Item 9 of the Declarations.

(j) "Insureds" shall have the meaning set forth in Item 1 of the Declarations.

(k) "Insurer" means AIG Specialty Insurance Company, a corporation incorporated under the laws of the State of Illinois.

(l) "Interim Breach" means any Breach with respect to which both (i) all of the material facts, events or conditions, as applicable, which caused such Breach to exist first occurred during the Interim Period and (ii) any of the Deal Team Members obtained actual knowledge during the Interim Period.

(m) "Limit of Liability" shall have the meaning set forth in Item 4 of the Declarations.

(n) "Limitation Provisions" means any dollar cap, dollar basket, dollar threshold, de minimis, deductible, aggregate limitation, time limitations, survival periods, and, for the avoidance of doubt, without limiting the generality of the foregoing, Limitation Provisions specifically include dollar cap, dollar basket, dollar threshold, de minimis, deductible, aggregation

limitation, time limitations, survival periods, or any other similar limitations imposed in Article VIII of the Acquisition Agreement.

(o) "Loss" means the aggregate of (i) any and all Losses (as defined in the Acquisition Agreement), including any and all losses, liabilities, demands, judgments, claims, suits, obligations, actions, orders, causes of action, costs, damages, deficiencies, Taxes, penalties, fines or expenses, whether or not arising out of Third Party demands (including interest, penalties, reasonable legal, consulting and other professional fees and expenses and all amounts paid in the investigation, defense or settlement of any of the foregoing), in connection with a Breach (including for the avoidance of doubt, the Pre-Closing Tax Indemnity) (ii) any Defense Costs payable hereunder. For the purposes of calculating the amount of any Loss, Loss for any item shall be net of specifically identified reserves or accruals specifically established on or included in the Financial Results (including the notes thereto) with respect to such item.

For the purposes of determining both whether a Breach has occurred, and the amount of Loss arising therefrom, (i) any "material", "materiality" or "Material Adverse Effect" qualifications contained therein shall be disregarded, and (ii) the Limitation Provisions shall be disregarded; provided that clause (i) of this sentence shall not apply to Section 4.06(d) (Absence of Certain Changes) of the Acquisition Agreement or to the word "Material" used in the defined term "Material Contract."

(p) "Most Favorable Jurisdiction" means any of the following jurisdictions whose law would result in the most favorable coverage: where the facts and circumstances giving rise to the Breach or the Loss took place, the Third Party Demand was made, any relief was awarded, any Insured is incorporated or has its principal place of business or resides or the Insurer is incorporated or has its principal place of business.

(q) "Named Insured" shall have the meaning set forth in Item 1 of the Declarations.

(r) "No Claims Declaration(s)" means the (i) Inception No Claims Declaration executed and delivered to the Insurer in connection with the underwriting of this Policy, an executed copy of which is attached hereto as Exhibit D-1 and (ii) Closing No Claims Declaration executed and delivered to the Insurer in connection with the underwriting of this Policy, an executed copy of which is attached hereto as Exhibit D-2.

(s) "Policy" shall have the meaning set forth in the Preamble.

(t) "Policy Period" shall have the meaning set forth in Item 3 of the Declarations.

(u) "Pre-Closing Tax Indemnity" means any event, circumstance or matter for which the Seller is obligated to indemnify the Buyer Indemnitees pursuant to Section 8.02(c) of the Acquisition Agreement for Liabilities or obligations for certain Taxes described in Section 2.04(b)(i) of the Acquisition Agreement without regard to Limitation Provisions (except for (1) Transfer Taxes, (2) any matters specifically identified on the Disclosure Schedules with respect to which it is reasonably apparent on its face that such matter could reasonably be expected to result in Taxes of the Business with respect to the Pre-Closing Tax Period, and (3) any Taxes accurately and specifically accrued or specifically reserved on the formal books and records of the Company and its subsidiaries as of the Closing Date). For the avoidance of doubt, the Pre-Closing Tax Indemnity shall not include coverage for any Taxes resulting solely from an increase in any Tax rate enacted following the date of the Acquisition Agreement.

(v) "Pre Closing Tax Period" shall have the meaning set forth in the Acquisition Agreement.

(w) "Premium" shall have the meaning set forth in Item 6 of the Declarations.

(a) "Prosecution Costs" means any reasonable fees, costs, charges, and expenses, disbursements and other amounts (including, but not limited to, the reasonable fees, costs, charges and expenses of attorneys, accountants, other advisors, consultants, experts, and other professionals, as well as broker fees and premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond (it being understood and agreed that: (i) representation of the Insureds by an Approved Firm, at its then prevailing hourly billing rates at the time services are rendered, is reasonable (provided that such rates shall not exceed the prevailing rates (if any) charged by such firm for work it performs on behalf of the Insureds at such time on matters unrelated to this Policy); and (ii) once the Insureds have provided reasonable support for their Prosecution Costs, the burden shall be on the Insurer to demonstrate that such Prosecution Costs are unreasonable)) incurred by or on behalf of the Insureds in connection with the Insureds' mitigation, analysis, preparation, investigation (but only to the extent the Insureds believe in good faith that a Breach may have occurred), adjustment, settlement, defense, pursuit, prosecution or appeal of any claim for indemnification against the Seller with respect to any Breach, including, without limitation, any claim seeking equitable or injunctive relief. Prosecution Costs do not include (x) any internal salaries, benefits or other compensation of any employee, officer, director, member or partner of the Insureds (other than employees and consultants, advisors, accountants, experts, attorneys, or similar professionals retained in connection with the matters described in this definition) or (y) the costs of pursuing the Insurers for payment of any alleged Loss.

(b) "Retention" shall have the meaning set forth in Item 5 of the Declarations.

(c) "Retention Dropdown Date" shall have the meaning set forth in Item 5 of the Declarations.

(d) "Seller" shall have the meaning ascribed to it as defined in the Acquisition Agreement.

(e) "Specified Person" shall mean at the time of determination (i) any person who is the chief executive officer, chief financial officer or general counsel of the Named Insured or the Company at such date or who holds a functionally equivalent position to any of the foregoing at the Named Insured or the Company at such date and (ii) any Deal Team Member (to the extent such person is employed by the Named Insured at such date). Notwithstanding the foregoing, with respect to any particular Loss, Specified Person shall not include the chief executive officer, chief financial officer, general counsel or, if no such titled person exists, any person who holds a functionally equivalent position to any of the foregoing at the Company immediately prior to the Closing unless such person both (x) is the chief executive officer, chief financial officer or general counsel (or holds one or more functionally equivalent positions) of any Insured at the time of such determination, and (y) intentionally and willfully withholds or conceals from another Specified Person any information first obtained after Closing that would reasonably be expected to give rise to Actual Knowledge of a Breach by another Specified Person. The burden of proving that a Specified Person intentionally and willfully withholds or conceals information shall be on the Insurer.

(f) "Third Party Demand" means any demand, legal action, assertion, threat, suit, subpoena, examination, audit, notice, complaint, arbitration, investigation, proceeding, litigation, hearing, claim or other action made or brought against, or the initiation of a tax audit or examination of, any Insured by any person or entity (other than (i) an Affiliate of any of the Insureds at the time such action is brought, (ii) any other Insured or (iii) the Insurer (acting in connection with this Policy) which, if successful, would result in a Loss.

SECTION 2. INSURING AGREEMENT

Subject to the terms and conditions of this Policy, the Insurer shall indemnify or reimburse the Insureds for, or pay on their behalf, any Loss in excess of the Retention that is reported by the Named Insured to the Insurer during the Policy Period or within the 45-day period immediately following the applicable Expiry Date in accordance with Section 5 of this Policy, provided, however, that the Retention may be eroded down to [redacted] for Prosecution Costs, notwithstanding that Prosecution Costs are not otherwise considered Losses under this Policy; provided that such Prosecution Costs would not otherwise be excluded pursuant to Section 4 of this Policy.

SECTION 3. LIMIT OF LIABILITY; RETENTION; PREMIUM; OFFSETTING RECOVERIES

(a) Limit of Liability. The Insurer's aggregate liability under this Policy shall not exceed the Limit of Liability.

(b) Retention.

(i) The Retention is an aggregate one. The Insurer shall only be liable for Loss in excess of the Retention. The Retention shall be eroded by Loss for which the Insurer would be liable under this Policy but for the Retention (notwithstanding any recovery from any Seller or any of its Affiliates under the Acquisition Agreement). The Insureds shall not be required to proceed against the Seller before or in connection with or as a condition precedent to making a Claim Notice under this Policy or exercising any rights or obtaining recovery under this Policy, and any amounts that an Insured may ultimately recover from any Seller or any of its Affiliates in compensation for the Retention to be borne by the Insureds under this Policy shall be for the sole benefit of the Insureds and shall neither constitute an offsetting recovery nor be reimbursable to the Insurer; provided that nothing in this Section 3(b) shall restrict the rights of the Insurer pursuant to Section 8 of this Policy in the event of any payment under this Policy. Further, the Insurer and the Insureds agree that it is the intent of the parties hereto that claims for Loss (or any portion thereof) that exceed the Retention shall not be conditioned upon the Insureds first seeking or obtaining recovery from any Seller or any of its Affiliates under the Acquisition Agreement (subject to Section 8 hereof).

(ii) Notwithstanding anything to the contrary herein, to the extent that on or prior to the Retention Dropdown Date, the Insurer shall have been notified of, or any Specified Person has Actual Knowledge of, any (x) Breach or matter actually under investigation by such Specified Person that would reasonably be expected to give rise to a Breach, (y) Third Party Demand and/or (z) Loss, in each case, prior to the Retention Dropdown Date, the Retention shall not be reduced pursuant to the second paragraph of Item 5 of the Declarations with respect to any such Breach, matter, Third Party Demand or Loss or any Loss that arises out of, relates to or results from such Breach, matter or Third Party Demand.

(c) Premium. The Premium is non-refundable.

(d) Offsetting Recoveries. Subject to the fourth sentence of Section 3(b)(i) of this Policy, Loss shall be reduced by the net amount (in each case net of costs of recovery thereof and similar costs and expenses, including any increase in insurance premiums, as applicable) of related, non-Tax benefit offsetting recoveries (including recoveries from any other insurance policies or indemnities), in each case actually received or realized during the period ending on the later of the Expiry Date with respect to such Loss or the last day of the tax year in which the Expiry Date with respect to such Loss occurs, arising from suffering or the incurrence of such Loss by any of the Insureds or any of their Affiliates during the Policy Period; provided, however, Loss shall not be reduced by (pursuant to the immediately preceding clause and, to the extent applicable, the offsetting

recoveries shall be net of) (i) any retentions or deductibles paid by the Insureds under any other such insurance policies; (ii) any increase in premium under such policies directly attributable to the Loss giving rise to such offsetting recoveries; or (iii) any reasonable costs and expenses incurred by the Insureds in connection with the recovery of such offsetting recoveries; and Loss shall not be reduced (pursuant to the immediately preceding sentence) if any such other insurance policy does not provide for recovery for such Loss.

SECTION 4. EXCLUSIONS

The Insurer shall not be liable to pay that portion of any Loss to the extent (and only to the extent) that such portion is:

(a) arising out of or resulting from any (i) Breach of which any of the Deal Team Members had Actual Knowledge prior to Inception, (ii) Interim Breach or (iii) material inaccuracy in any No Claims Declaration (giving effect to the knowledge qualification contained therein), but in the case of preceding clause (iii) only to the extent (1) such Loss is proximately caused by the substantive content of such material inaccuracy and (2) the Insurer is actually prejudiced by such material inaccuracy. For the avoidance of doubt, the burden of proving the proximal relation between the material inaccuracy and the prejudice to the Insurers shall be on the Insurers;

(b) actually paid pursuant to the purchase price adjustments as finally determined pursuant to Section 2.07 (Purchase Price Adjustment) of the Acquisition Agreement, but only to the extent so paid; provided that the intent of this provision is merely to avoid "double counting" and not to limit any right to recover for Loss arising out of or resulting from any Breach in excess of the amount of such Loss or for which such Loss was not actually recovered for by full inclusion in such adjustment and, subject to the Insureds mitigation obligations under Section 7(a), in no event shall the Insureds be required to pursue any such adjustment prior to recovering under this Policy;

(c) for any punitive or exemplary damages or criminal or civil fines or penalties; provided that this exclusion shall in no event apply with respect to any Loss to the extent that such Loss is (i) insurable under the applicable law of any Most Favorable Jurisdiction and (ii) awarded or assessed against the Insureds or for which the Insureds are liable in connection with a Third Party Demand pursuant to (A) a final settlement consented to in writing by the Insurer (such consent not to be unreasonably withheld, conditioned or delayed) in accordance with Section 6 of this Policy or (B) a final and non-appealable (x) order of a governmental or regulatory agency, (y) judgment of a court of competent jurisdiction or (z) award of an arbitrator, arbitration panel or similar adjudicative body; provided further that this exclusion shall not apply to any coverage for Defense Costs that are not prohibited under applicable law and the enforceability of this exclusion shall be governed by such applicable law that most favors coverage for the Insureds;

(d) arising out of or resulting from asbestos or Polychlorinated Biphenyls;

(e) for the monetary amount by which any "defined benefit plan" (as such term is defined in Section 3(35) of the Employee Retirement Income Security Act of 1974 ("ERISA") that is subject to Title IV of ERISA) is unfunded or underfunded, and for any multi-employer plan withdrawal liabilities;

(f) arising out of or resulting from the Company's compliance with anti-money laundering laws;

(g) arising out of or resulting from the assets described in Section 2.02(k) of the Acquisition Agreement or the assets described in Section 2.04(f) of the Acquisition Agreement;

(h) arising out of, resulting from or to the extent increased by the failure to protect any employee, contractor, officer, director, manager, agent, customer, client, supplier, distributor or any other person from the transmission of a novel coronavirus, including the coronavirus disease (COVID-19) or any evolution thereof;

(i) [arising out of, resulting from or to the extent increased by a Breach that first occurred during the Interim Period or at the Closing arising out of, resulting from or to the extent increased by (a) the presence, transmission, or threat of a novel coronavirus, including the coronavirus disease (COVID-19) or any evolution thereof, and/or (b) any mandatory or advisory restriction issued, or action ordered or threatened, by any public authority, regulatory body or government in connection therewith including any federal, state, local or foreign regulation, rule, statute or law;][4]

(j) arising out of or resulting from any Cyber Matter other than Cyber Claims; or

(k) arising out of or resulting from the misclassification of the three Assistant Guest Services Managers as "exempt" from the minimum wage and overtime requirements of the Fair Labor Standards Act of 1938, as amended, and any equivalent state or local law.

If only part of a Loss is excluded under this Section 4, the Insurer shall remain liable for that part of the total Loss that is not so excluded and the burden of proving the applicability of any of the foregoing exclusions shall be on the Insurer.

SECTION 5. CLAIM FILING PROCEDURE; PAYMENT OF LOSS; NOTICE PROVISIONS

(a) Claim Notice. The Named Insured shall deliver a Claim Notice to the Insurer, signed by an authorized representative of the Named Insured, as soon as reasonably practicable after any Specified Person obtains Actual Knowledge of any (i) Breach or matter under investigation by any Specified Person that would reasonably be expected to give rise to a Breach, (ii) Third Party Demand and/or (iii) Loss; provided, however, that the failure to timely deliver such Claim Notice shall not limit any Insured's rights or excuse the Insurer from performance hereunder except to the extent such failure actually prejudices the Insurer (with the Insurer bearing the burden of proving any such actual prejudice). For the avoidance of doubt, the Named Insured shall deliver a Claim Notice in each such instance regardless of whether the matters described in such Claim Notice will, or are reasonably likely to, give rise to Loss that is within the Retention. Attached to the Claim Notice shall be a description (in reasonable detail based on the Specified Person's Actual Knowledge) of the facts, circumstances and issues leading up to the delivery of the Claim Notice, including a reference to the implicated representations and warranties or other Breach to the extent reasonably known based on facts reasonably available to the Specified Person at the time. Notwithstanding the above, in no event may a Claim Notice be delivered to the Insurer after the forty-fifth (45th) day immediately following the Expiry Date; provided, however, if a Claim Notice pursuant to this Section 5(a) is delivered to the Insurer on or prior to the forty-fifth (45th) day immediately following the Expiry Date, then any subsequent Loss arising out of the Breach identified in such Claim Notice, matter identified in such Claim Notice or Third Party Demand identified in such Claim Notice shall be deemed reported at the time such Claim Notice was delivered to the Insurer. Furthermore, the Insurer acknowledges that the Insureds may have incomplete knowledge of a Breach, any matter that could reasonably be expected to give rise to a Breach, Third Party Demand and/or Loss at the time that a Claim Notice in connection therewith is delivered to the Insurer hereunder and that any Claim Notice may reflect such incomplete knowledge and such notice shall constitute a valid Claim Notice hereunder (subject to compliance with any other requirements of a valid Claim Notice set

[4] This exclusion be narrowed and/or removed at Closing following satisfactory bring-down due diligence.

forth herein). The information provided in any Claim Notice shall be provided solely for the purpose of making a claim under this Policy. In disclosing such information, the Insureds expressly do not waive any attorney-client or other privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed therein. The information contained in any Claim Notice is disclosed solely for purposes of this Policy, and no information contained therein shall be deemed to be an admission by any Insured to any third party of any matter whatsoever (including any violation of law or breach of contract).

(b) Correspondence. Subsequent to delivery of a Claim Notice, the Named Insured shall provide the Insurer (upon written request) with a copy of any formal and material written correspondence between, and any material pleading or other material document delivered or filed by or on behalf of, (i) any of the Insureds, or their respective representatives, on the one hand, and any other person or entity, on the other hand, or (ii) persons or entities other than any of the Insureds or their respective representatives, relating to such Claim Notice, in each case, to the extent in the Insured's possession. With respect to any documents or information that are protected by attorney client privilege, work product doctrine, or other privileges, the Insurer shall cooperate in good faith with the Insureds to preserve the privileged status of any such correspondence, pleading or other document or information; provided that after such efforts to preserve attorney-client or other privilege, work product doctrine, or other privileges, the Insurer and the Named Insured agree that providing any such document or information would constitute a breach of such attorney client privilege, work product doctrine, or other privileges, the Insureds shall not be required to provide or cause their Affiliates to provide such document or information, but the Named Insured shall, and shall cause the other Insureds to, cooperate in good faith with the Insurer to provide the Insurer with comparable documents or information while still preserving the privileged status of (or applicability of work product doctrine to) any such documents or information. Nothing in this Policy shall be construed to require the waiver of any Fifth Amendment or similar protection.

(c) Insurer's Response. The Insurer shall respond in writing to a Claim Notice as soon as reasonably practicable, and in any event within 60 days, after the Insurer receives a Claim Notice notifying it of a Breach, Third Party Demand or Loss. Such response shall include a coverage position to the extent the Insurer and its advisors have sufficient information. To the extent the Insurer does not possess sufficient information to formulate its position on coverage, in such response, the Insurer shall provide a written explanation to the Insured as to why it is unable to do so. Upon receipt of supplemental information sufficient to enable the Insurer to formulate its position on coverage, the Insurer shall respond in writing to the Claim Notice as soon as reasonably practicable, and in any event within 60 days. In any event, the Insurer shall use commercially reasonable efforts to meet any litigation or other deadlines provided by the Insured in writing in connection with a Claim Notice.

(d) Payment of Loss. Any Loss paid by the Insurer pursuant to this Policy shall be paid to the Named Insured as representative of all the Insureds or to such other person or entity as the Named Insured instructs the Insurer in writing pursuant to Section 5(e) of this Policy.

(e) Notice. Any notice (including a Claim Notice) or other communication concerning the subject matter of this Policy shall be made in writing and shall be effective upon receipt, and (i) if to any of the Insureds, shall be delivered to the Named Insured at its mailing and email address set forth in Item 1 of the Declarations, and (ii) if to the Insurer, shall be delivered to it at the following address:

AIG Specialty Insurance Company
c/o AIG Financial Lines Claims
P.O. Box 25947
Shawnee Mission, KS 66225
c-claim@aig.com

with a copy sent simultaneously to:

AIG
Mergers & Acquisitions Insurance Group
Financial Lines
1271 Avenue of the Americas, Floor 37
New York, NY 10020-1304
Attn: Americas M&A Manager

For purposes of convenience only, and not as a condition precedent to any rights or obligations under this Policy, a copy of any such notice or other communication shall be sent simultaneously to the Insureds' Insurance Broker at its mailing address set forth in Item 9 of the Declarations.

SECTION 6. DEFENSE COSTS; THIRD PARTY DEMANDS AND CLAIMS PARTICIPATION; SETTLEMENTS AND JUDGMENTS

(a) Defense Costs. Once the Retention is exhausted, and if the Named Insured requests in writing, the Insurer shall, within 60 days of the Insurer's receipt of an invoice for Defense Costs, reimburse the Insureds for reasonable Defense Costs incurred as set forth in such invoice, it being understood and agreed that once the Insureds have provided reasonable support for their Defense Costs, the burden shall be on the Insurer to demonstrate that such Defense Costs are unreasonable. For the avoidance of doubt, and notwithstanding anything in the Acquisition Agreement or this Policy to the contrary, (i) reasonable Defense Costs are part of Loss and are subject to the Limit of Liability and (ii) unreasonable (but only the portion thereof that would result in such costs being unreasonable) Defense Costs shall not constitute Loss hereunder. It is expressly agreed that the prevailing hourly rates at which the Insured engages Skadden, Arps, Slate, Meagher & Flom LLP (the "Approved Firm") shall be considered reasonable.

(b) Third Party Demands and Claims Participation. The Insurer does not assume any duty to defend the Insureds with respect to any Third Party Demand or otherwise. The Insureds, to the extent not prohibited by the Acquisition Agreement, shall defend and contest any Third Party Demand with counsel consented to by the Insurer in writing (such consent not to be unreasonably withheld, conditioned or delayed); provided that such consent shall not be required for any representation of the Insureds by Skadden, Arps, Slate, Meagher & Flom LLP as counsel to defend any Third Party Demand at then existing rates. The Insurer shall be entitled, at its sole cost and expense (which cost and expense shall not be part of any Loss), to effectively associate in (but not direct or control) the defense, prosecution, negotiation and/or settlement of any Third Party Demand or any matter that appears to the Insurer reasonably likely to involve this Policy.

(c) Settlements and Judgments. With respect to any Third Party Demand, except with respect to Defense Costs, only Loss resulting from settlements (including any closing agreements and voluntary disclosure agreements with Taxing Authorities, and any similar agreements), voluntary judgments, compromises or other agreements consented to by the Insurer in writing (such consent not to be unreasonably withheld, conditioned or delayed), or resulting from a final judgment by a court of competent jurisdiction or arbitral panel or a final determination by other governmental authorities, shall deplete the Retention or be recoverable as Loss; provided that, with respect to any settlement or

stipulated judgment that is solely within the Retention, the Insurer's consent to such settlement or stipulated judgment shall not be required until the sum of (i) the amount of such settlement or stipulated judgment (including, for the avoidance of doubt, any paid or anticipated Defense Costs), (ii) any Loss suffered or incurred prior to such settlement or stipulated judgment, and (iii) any Loss alleged in any pending claims (including, for the avoidance of doubt, in each case paid or anticipated Defense Costs) exceeds 50% of the Retention, in the aggregate; provided further that notwithstanding the foregoing, with respect to any settlement or stipulated judgment that is solely within the Retention, the Insurer's consent to a settlement or stipulated judgment shall not be required until the amount of any such settlement or stipulated judgment together with any Loss alleged in any pending claims (excluding Defense Costs), exceeds 50% of the then remaining Retention, in the aggregate.

SECTION 7. CERTAIN COVENANTS OF THE INSUREDS

(a) Mitigation. Except as otherwise set forth in this Section 7(a), nothing herein shall be construed to reduce or expand an Insured's obligations to mitigate any Loss under applicable law. With respect to any Loss or matter that would reasonably be expected to give rise to Loss, the Insureds shall, and to the extent reasonably possible shall cause their respective subsidiaries to, use commercially reasonable efforts required by the Acquisition Agreement or by applicable law to mitigate such Loss or matter that would reasonably be expected to give rise to Loss after any Specified Person acquires Actual Knowledge of any Breach or matter that would reasonably be expected to give rise to a Breach, or Loss; provided, however, that the Insureds shall not be required or obligated to seek any recovery pursuant to the terms of the Acquisition Agreement prior to making a claim or recovering Loss under this Policy. For the avoidance of doubt, the reasonable costs of such mitigation efforts shall be considered Loss under this Policy, subject to the terms, conditions and exclusions of this Policy. Notwithstanding anything to the contrary in this Policy, the failure of any Insureds to use commercially reasonable efforts to mitigate shall only reduce the rights of the Insureds to recover for Loss under this Policy to the extent of the Loss that would have been avoided by such mitigation or efforts and the burden of proving such amount shall be on the Insurer. The Insureds shall use good faith efforts to have any Loss of which any Deal Team Member has Actual Knowledge of prior to the final determination of the purchase price adjustments performed pursuant to Sections 2.07 (Purchase Price Adjustment) of the Acquisition Agreement to be reflected in such adjustments (but only to the extent such Loss is recoverable pursuant to such adjustments). At least one Deal Team Member shall be involved in the preparation or review of the Adjustment Report, Final Working Capital, Final Net House Cash, Final Seller Indebtedness, Final Seller Transaction Expenses, Purchase Price and the relevant components thereof. If the Insurer believes the Insureds should take any additional actions in order to comply with their obligations pursuant to this paragraph, they shall request such actions promptly in writing.

(b) Cooperation and Information. In addition to the obligations set forth in Section 5 of this Policy, the Insureds shall, and to the extent reasonably possible shall cause their respective subsidiaries to, use their commercially reasonable efforts to cooperate with the Insurer and, in a reasonably timely manner, provide the Insurer with reasonably complete and, to the Actual Knowledge of any Specified Person, accurate information (within the Insureds' possession, as reasonably requested in writing by the Insurer) in connection with any Claim Notice or other matter relating to this Policy. Such cooperation shall include permitting the Insurer, at its sole cost and expense, to examine, photocopy and/or take extracts, during normal business hours, from the books, records, data, files and information of the Insureds and their respective subsidiaries that relate to such Claim Notice and access to the applicable Insured's and their respective subsidiaries' representatives for interviews during normal business hours, at reasonable locations and upon the prior written request of the Insurer; provided that the foregoing shall not require

any disclosure if doing so may reasonably be expected to violate any law or confidentiality agreement to which any Insured is a party. To the extent that the Insureds are prohibited from providing any such information due to a confidentiality agreement, the applicable Insureds shall use commercially reasonable efforts to seek the consent of the other party to such confidentiality agreement to allow the Insurer access to such information. The Insurer shall cooperate in good faith with the Insureds to preserve the privileged status of any such correspondence, pleading or other document, including, if reasonably requested by the Insured, entering into a joint defense or similar agreement; provided that after such efforts to preserve attorney-client or other privilege, work product doctrine or other privileges, if the Insurer and Named Insured determine in good-faith (for the avoidance of doubt, it is understood that the Insurer will not be in possession of such documents or information when making such determination) that providing such documents or information would cause a loss of any privilege or would cause such documents or information to no longer be protected by work product doctrine, the Insureds shall not be required to provide or cause their subsidiaries to provide such documents or information, but the Named Insured shall, and shall cause the other Insureds to, cooperate in good faith with the Insurer to provide the Insurer with comparable documents or information while still preserving the privileged status of (or applicability of work product doctrine to) any such documents or information.

(c) Acquisition Agreement. Neither the Insureds nor any of their respective Affiliates shall knowingly or intentionally, (i) amend, supplement or rescind the Acquisition Agreement (or enter into any agreement or arrangement that would have such an effect), (ii) give any consent or waiver thereunder or (iii) grant any authority to take any of the actions in clauses (i) or (ii) above, in each case, without the prior written consent of the Insurer (such consent not to be unreasonably withheld, conditioned or delayed) to the extent such amendment, supplement, rescission, agreement, arrangement, consent, waiver or grant would reasonably be expected to actually prejudice the Insurer or its rights or liability under this Policy, with the Insurer bearing the burden of proving any such actual prejudice.

(d) Maintenance of Due Diligence Records. Until the later of 45 days after (i) the expiration of the Policy Period and (ii) the final resolution of all claims or disputes relating to this Policy, the Insureds shall, and to the extent practicable shall cause their respective subsidiaries to, use commercially reasonable efforts to maintain all of their respective materials relating to the due diligence conducted in connection with the Acquisition to the extent such maintenance is within their control and in accordance with their records retention policies; provided that, the Insureds and their subsidiaries may destroy documents in the ordinary course of their business consistent with past practices and their document retention guidelines so long as such destruction is not done with the intent to harm the Insurer, and such destruction in compliance herewith shall not be a defense to coverage.

(e) Other Insurance Coverage. The Insureds shall, or, if applicable, to the extent reasonably possible shall cause their respective subsidiaries to, maintain or purchase customary insurance coverage for the acquired business in a commercially reasonable manner consistent with the coverage purchased as of Inception. The Insurer acknowledges that (i) the insurance coverage in place at the acquired business was commercially reasonable at the time of Closing, (ii) any modifications to such insurance coverage done in the ordinary course of such business are commercially reasonable and (iii) any termination of such insurance coverage and replacement with insurance coverage pursuant to a program covering the Insureds' business prior to the Closing is commercially reasonable. The coverage provided under this Policy shall be excess to other valid and collectible insurance of the Insureds with respect to Loss. The Named Insured shall use commercially reasonable efforts to investigate, and shall discuss with the Insurer, at the Insurer's reasonable written request, whether any bond, indemnity or

other insurance policy is applicable or available with respect to the matters described in any Claim Notice provided that any dispute as to the applicability of, delay in obtaining, or coverage pursuant to such bond, indemnity or other insurance policy shall not be a basis for refusal or delay of payment hereunder. The Named Insured shall not be obligated to first pursue claims for Breach against any other insurance policy or other source of recovery prior to being eligible for any payment under this Policy; provided, that it is understood that the foregoing shall not limit the Insurer's rights of subrogation against other insurance policies or sources of recovery to the extent provided for in Section 8(b) of this Policy. For the avoidance of doubt, to the extent the payment of any deductible under any other insurance policy would constitute Loss hereunder, such deductible payment would be eligible for coverage pursuant to the terms and conditions of this Policy.

The first paragraph of Section 7(e) shall not apply with respect to the applicable Cyber Insurance Policy or Cyber Insurance Policies. Notwithstanding anything herein to the contrary, with respect to Cyber Claims, it is understood and agreed that the coverage provided under this Policy shall be specifically excess of coverage provided for under the Cyber Insurance Policies without regard to any sublimits thereunder, and the Insurer shall not be liable to pay any Loss to the extent arising out of or resulting from any Cyber Claims as to which coverage is available under any Cyber Insurance Policy (and the Retention shall not be eroded hereunder) unless and until the limit or limits of liability of such Cyber Insurance Policy (without regard to any sublimits thereunder) shall have been completely exhausted through the payment of loss by the insurer thereunder (or in the event that the loss is payable thereunder but is not collectible because of the insolvency of the applicable insurer(s) in such Cyber Insurance Policy, and such uncollectible amounts have been paid or incurred by the insured) or shall have been otherwise fully eroded or surrendered by the insured thereunder pursuant to a written agreement with the insurer(s) of such Cyber Insurance Policy. If any Cyber Insurance Policy has (i) ceased to be in full force and effect due to any act or omission of any Insured (including, for the avoidance of doubt, due to the expiration of the applicable policy period) or (ii) not been renewed, replaced or amended with a policy that meets the definition of a Cyber Insurance Policy hereunder, such that the Insurer is adversely affected thereby with respect to Cyber Claims, then this Policy shall continue to cover Cyber Claims, but the Insureds, or an insurer providing replacement coverage (if such replacement coverage is obtained), shall be liable for the amount of the underlying limits of liability and retentions of such ceased, modified or amended (as applicable) Cyber Insurance Policy, and the Insurer shall be liable to pay any Loss to the extent arising out of or resulting from any Cyber Claims only to the extent that it would have been liable had such Cyber Insurance Policy not ceased or been modified or amended.

(f) Reimbursements. Until the later of (x) the one-year anniversary of the Expiry Date and (y) the final resolution of all claims or disputes relating to this Policy, after any payment by the Insurer in connection with this Policy, (i) if it is finally determined pursuant to the procedures set forth in Section 9 of this Policy that all or any portion of the amount paid did not constitute Loss or is excluded from coverage under this Policy or (ii) if any of the Insureds or any of their respective subsidiaries receive, directly or indirectly, amounts from any insurance, indemnification or other source which, when netted against any costs of recovery or other loss, reduces the cash amount of Loss actually incurred, in each case in accordance with Section 3(d) of the Policy, consistent with Section 7(e) of the Policy, then the Insureds or such subsidiaries shall promptly, and in no event later than 60 days after such final determination or receipt, reimburse or refund to the Insurer the amount overpaid; provided that, in the case of any amounts described in clause (ii) above, (1) only to the extent that the amount of such payment was in connection with a Loss and (2) the amount of such payment will be net of (x) increased insurance cost in connection with such Loss and (y) reasonable cost and expenses incurred by the Insureds or their respective subsidiaries in connection with obtaining any such amount in

connection with such Loss. For the avoidance of doubt, to the extent the remaining Limit of Liability was depleted in respect of any payment by the Insurer pursuant to the immediately preceding sentence, the remaining Limit of Liability shall, following its reimbursement or refund to the Insurer, immediately be increased by such amount.

(g) Failure to Comply. Any failure of the Insureds to comply with any of the provisions of Section 5, Section 7 or Section 8 of this Policy shall not relieve the Insurer of its obligations under this Policy, except and only to the extent that such failure actually and materially prejudiced the Insurer; provided that the burden of proof shall be on the Insurer to show that such failure actually prejudiced the Insurer. Notwithstanding the foregoing, for the avoidance of doubt, in no event may a Claim Notice be delivered to the Insurer later than the forty-fifth (45th) day immediately following the Expiry Date.

SECTION 8. SUBROGATION

(a) Except as otherwise provided herein, and after a Specified Person has Actual Knowledge of a Breach, Third Party Demand or Loss, the Insureds shall take commercially reasonable steps to preserve any indemnification or other rights against any other person or entity for any Loss, which rights would offset the Insurer's obligations hereunder and use commercially reasonable efforts to preserve the Insurer's subrogation rights with respect thereto; provided however, that subject to the waiver of the right of subrogation in Section 8(b), the Insureds shall be required to preserve any such indemnification or other rights against the Sellers and each Seller's direct and indirect equity holders, and their successors and assigns and directors, officers, managers, members, partners, employees (or functional equivalent of any such position), with respect to the transactions contemplated by the Acquisition Agreement.

(b) In the event of any payment by the Insurer to, or on behalf of, the Insureds in connection with this Policy, the Insurer shall be subrogated to, and the Insureds shall, if permitted, assign to the Insurer, all of the Insureds' respective rights of recovery against any person or entity based upon, arising out of or relating to such payment; provided that the Insurer hereby waives any right of subrogation (or contribution with respect to Seller) arising hereunder with respect to (i) any of the Insureds (other than any Insured that had a contractual relationship with the acquired business prior to closing excluding any association resulting from or related to the negotiation of and/or entry into the Acquisition Agreement), the Company, and their respective successors and assigns and directors, officers, managers, members, partners, employees (or functional equivalent of any such position); (ii) the Seller and its direct and indirect Affiliates, equity holders, and their respective successors and assigns and directors, officers, managers, members, partners, employees (or functional equivalent of any such position), except in the case of Fraud by the Seller and its respective direct and indirect Affiliates, equity holders, and their respective successors and assigns and directors, officers, managers, members, partners, employees (or functional equivalent of any such position); and (iii) any taxing authority in respect of Taxes. This Policy shall not be amended or modified with respect to the matters set forth in the foregoing sentence, in each case, without the prior written consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed); and Seller and its Affiliates shall be third-party beneficiaries of this Policy for the purposes of enforcing this sentence and the prior sentence. If the Insureds are unable to assign such rights to the Insurer, or if the Insurer so requests in writing, then, instead of assigning such rights to the Insurer, the Insureds shall allow the Insurer to bring suit in their name with respect only to said payments by the Insurer to, or on behalf of, the Insured. The Insureds shall, and to the extent reasonably possible, shall cause their respective subsidiaries to, execute all papers reasonably required and use commercially reasonable efforts to take all steps reasonable, necessary or advisable to secure and further such subrogation and assignment rights, all at the expense of the Insurer. Except with the consent of the Insurer (such consent not to be unreasonably withheld, conditioned or

delayed), in no event shall the Insureds or their respective subsidiaries knowingly waive any rights that would reasonably be expected to adversely affect any such subrogation or assignment rights to any right of recovery against any person or entity (other than those persons or entities with respect to which the Insurer has waived rights of subrogation hereunder) based upon, arising out of or relating to a payment by the Insurer. For the avoidance of doubt, the Insureds shall retain, and the Insurer shall not be subrogated to, any rights they have with regard to such person or entity to the extent based upon or arising out of matters or amounts paid other than the amount paid by the Insurer to or on behalf of the Insured and for any documented, out-of-pocket costs or expenses actually incurred in connection therewith. Notwithstanding anything to the contrary herein, with respect to subrogation claims against customers, clients, contractors, subcontractors or suppliers of (i) the Company and any Affiliates thereof or (ii) any Insured, the Insurer shall not be entitled to subrogate against such customers, clients, contractors, subcontractors or suppliers for Losses without the express written consent of the Named Insured (such consent not to be unreasonably withheld, conditioned or delayed), until the aggregate amount of all such Losses exceeds $750,000 ("Subrogation Threshold"); provided that after such Losses exceed the Subrogation Threshold, the Insurer shall be permitted to subrogate against such customers, clients or suppliers without the consent of the Named Insured and the Insurer shall only be required to provide fifteen (15) days prior written notice to the Named Insured of its intent to institute such subrogation claim. Upon the request of the Named Insured, the Insurer shall provide reasonable updates with respect to the status of and circumstances relating to such claim.

(c) The Insurer shall bear all costs incurred in connection with any subrogation efforts or actions taken by the Insurer and Insurer shall promptly reimburse the Insureds and their subsidiaries for any reasonable costs incurred in connection with any subrogation efforts in connection with this Policy. The Insureds shall defend at their own expense, and satisfy any liability with respect to, any counterclaim or third party demand asserted in connection with any subrogation or assignment claim pursued by the Insurer, except to the extent such counterclaim or third party demand arises out of, relates to or results from the same facts and allegations out of which such assignment or subrogation claim arose and, if determined adversely to the Insureds, would reasonably be expected to give rise to Loss, in which case the Insurer shall, subject to the terms and conditions of this Policy, indemnify the Insureds with respect to cost of defense or liability in connection with such counterclaim or third party demand.

(d) Any amounts recovered by the Insurer as a result of the exercise of subrogation rights shall be applied in the following order: first, to reimburse the Insurer and the Insured for any reasonable out-of-pocket costs and expenses incurred in connection with such recovery (allocated pro rata based on the total amount of such costs and expenses incurred by the Insurer and Insured); second, to reimburse the Insured for any Loss borne by it in excess of the Limit of Liability (but, for the avoidance of doubt, only to the extent of such excess); third, to reimburse the Insurer in respect of any Loss which the Insurer has paid under this Policy; and fourth, to reimburse the Insured in respect of any Loss which the Insured has retained by reason of the Retention. Any amounts recovered by the Insurer as a result of the exercise of its subrogation rights herein shall serve to replenish the Limit of Liability to an equivalent amount, less the Insurer's reasonable costs and expenses incurred in obtaining such recovery.

(e) The Insurer shall not use as the sole basis for denying its consent to any settlement the granting by the Insured of an irrevocable and unconditional full and complete waiver and release to any person so long as, at the time of such waiver, the Insurer would not reasonably be expected to have any recoveries through subrogation against such person. In making such determination as to whether the Insurer would reasonably be expected to have any recoveries through subrogation against such person, the Named Insured shall provide in good faith upon the Insurer's written request a summary of any

other Breach, Third Party Demand or Loss that is directly or indirectly related to such person and of which the Deal Team has Actual Knowledge.

SECTION 9. DISPUTES; CHOICE OF LAW; INTERPRETATION AND RULES OF CONSTRUCTION

(a) All disputes or differences which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any dispute regarding the determination of the amount of Loss, shall be submitted to an alternative dispute resolution process, or any judicial proceeding commenced pursuant to Section 9(b). The ADR process, including any judicial proceeding commenced pursuant to Section 9(b), is intended to be the sole and exclusive dispute resolution mechanism for any dispute arising between the Insurer and the Insureds hereunder and shall survive the cancellation or termination of this Policy and the exhaustion of the Limit of Liability.

(b) Mediation. There shall be a single mediator who must be disinterested and have knowledge of the legal, financial, corporate and insurance issues relevant to the matters in dispute. The Insurer and the Named Insured shall mutually agree to the procedural rules for the mediation. In the absence of such an agreement, after reasonable diligence, the mediator shall specify commercially reasonable rules. In the event of mediation, either party shall have the right to commence a judicial proceeding in the Court of Chancery of the state of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the state of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the district of Delaware and each party irrevocably submits to the exclusive jurisdiction of each such court in any such suit, action or proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least 60 days shall have elapsed from the date of the termination of the mediation (the "Cool-Down Period"). The Insurer and the Insureds shall use commercially reasonable efforts to complete the mediation within 90 days of its election unless otherwise agreed upon in writing by the parties; provided that the foregoing shall not affect the duration of or requirement for the Cool-Down Period.

(c) ADR Rules. Each party shall share equally the expenses of the mediation process descried in the previous paragraph. At the election of the Named Insured, the ADR process shall be commenced in a locale mutually agreed to by the Insurer and Named Insured; provided that if no locale can be mutually agreed to then the locale will be New York, New York; provided further than any proceeding brought pursuant to Section 9(b) may be brought in any court specified therein. The Named Insured shall act on behalf of each and every Insured under this Section 9. The construction, validity and performance of this Policy shall be interpreted under the laws of the State of Delaware, without reference to conflicts-of-laws principles that would require or allow for the application of the law of any other jurisdiction. For purposes of this Policy, the Acquisition Agreement shall be interpreted under the laws of the jurisdiction chosen therein or, where no jurisdiction is so chosen, by the laws of the State of New York, without reference to conflicts-of-laws principles that would require or allow for the application of the law of any other jurisdiction. Except as provided by applicable law, in connection with any dispute hereunder, no award or judgment, including any award or judgment of expenses or costs, shall be entered or payable in an amount exceeding the remaining Limit of Liability. This Policy shall be construed in the manner most consistent with the relevant terms and conditions of this Policy without regard to authorship of language and without any presumption in favor of either party. The descriptions in the headings of this Policy are solely for convenience, and form no part of the interpretation or the terms and conditions of coverage. The words “include” or “including” in this Policy shall be deemed to be followed by the words “without limitation.”

(d) It is further understood and agreed that no forum or tribunal other than those specified above shall have jurisdiction or authority to hear or resolve any dispute or difference which may arise under or in connection with this Policy. The Insureds waive any and all privileges, immunities and rights they may have, including without limitation any privilege, immunity or right they may have under law, whether state, federal, tribal law, or otherwise, to resolve any dispute or difference which may arise under or in connection with this Policy in any forum or tribunal other than those specified above. It is a condition precedent to the Insureds' rights and the Insurer's obligations under this Policy that the Insureds comply with the terms of this clause.

In the event any Insured attempts to violate this clause, including without limitation commencing a proceeding in any tribal court, then this clause is and may be pleaded as a full and complete defense to, and is and may be used as the basis for an injunction against all such actions taken by such Insured. Should the Insurer retain counsel for the purpose of restraining, enjoining, or otherwise preventing such actions taken by any Insured, then the Insurer, should it prevail, shall be entitled, in addition to such other relief as may be granted in such action or proceeding, whether at trial or on appeal, to be reimbursed by the Named Insured for all costs and expenses incurred as a result thereof including without limitation reasonable attorneys' fees and costs for services rendered to the Insurer.

SECTION 10. ACKNOWLEDGEMENTS AND REPRESENTATIONS

(a) By accepting this Policy, the Named Insured, on behalf of itself and each of the Additional Insureds, acknowledges that (i) the Insureds were represented by competent and experienced legal counsel of their choice in connection with this Policy, and (ii) the Insureds are purchasing the coverage described in this Policy with full knowledge and acceptance of its terms and conditions without any reliance on any advice by the Insurer or any of its representatives or advisors regarding any legal, tax or accounting implications of the coverage described in this Policy.

(b) By accepting this Policy, the Named Insured acknowledges and agrees that the Insurer shall be entitled to rely exclusively upon any written notice given by the Named Insured and that the Insurer shall not be liable in any manner for any reasonable action taken or not taken in reasonable reliance upon any notice given by the Named Insured.

SECTION 11. SERVICE OF SUIT

(a) Subject to the provisions of Section 9, in the event of failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Subject to the provisions of Section 9, nothing in this Section 11 constitutes or should be understood to constitute a waiver of a party's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon General Counsel, AIG Specialty Insurance Company, 1271 Avenue of the Americas, Floor 37, New York, NY 10020-1304, or his or her representative, and that in any suit instituted against the Insurer upon this Policy, the Insurer will abide by the final decision of such court or of any appellate court in the event of any appeal.

(b) Further, pursuant to any statute of any state, territory or district of the United States that makes provision therefor, the Insurer hereby designates the Superintendent, Commissioner, Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon

whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insureds or any beneficiary hereunder arising out of this Policy, and hereby designates the above named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

SECTION 12. OTHER MATTERS

(a) Cancellation and Renewal. This Policy is non-renewable. This Policy is non-cancelable, except upon ten (10) business days' prior written notice (during which time the Insureds shall have an opportunity to cure such breach), in the event that the Insureds fail to pay the Premium within thirty (30) days following the Closing.

(b) Waiver and Amendment. The terms of this Policy may not be waived or amended except pursuant to a written endorsement or other instrument executed by the Insurer and the Named Insured; provided that any waiver or amendment of the first sentence of Section 8(b) shall also require the prior written consent of the Company (if prior to the Closing).

(c) Assignment. This Policy and the rights and obligations hereunder are not assignable by the Insureds without the prior written consent of the Insurer (such consent not to be unreasonably withheld, conditioned or delayed); provided that, without the prior written consent of the Insurer but upon notice to the Insurer, each Insured may assign (i) its rights and obligations under this Policy to any of its Affiliates or any direct or indirect acquirer of all or a portion of the capital stock or assets of such Insured (including or a subsequent purchaser of the business or assets acquired pursuant to the Acquisition Agreement (whether by merger, acquisition, reorganization or sale of all or substantially all assets), and (ii) its rights under this Policy as collateral security to any lender to any Insured or any Affiliate of such Insured. The Insurer may assign this Policy to another insurer that is a subsidiary or affiliate of the Insurer without the consent of the Insureds provided such other insurer's financial strength rating (Moody's or Standard & Poor's) is equal to or better than that of the Insurer at the time of such assignment, taking into account any watch for possible downgrade or change in rating. Notwithstanding anything to the contrary in this Policy, (i) in no event may an assignee of the Named Insured be an entity formed in a jurisdiction outside of the United States or an individual that is not a citizen of the United States and (ii) in no event may any Insured assign its rights under this Policy to any Seller or permit any Seller to subrogate to such Insured's rights hereunder.

(d) Entire Agreement. This Policy constitutes the entire agreement and understanding concerning the subject matter of this Policy and supersedes any prior oral or written agreements, discussions or other communications entered into between the Insurer and/or its Affiliates (including their respective representatives), on the one hand, and the Insureds and/or their respective Affiliates (including their respective representatives), on the other hand, concerning the subject matter of this Policy.

(e) Economic Sanctions. Coverage shall only be provided and payment of loss under this policy shall only be made in full compliance with enforceable United Nations economic and trade sanctions and the trade and economic sanction laws or regulations of the European Union and the United States of America, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control.

(f) Confidentiality. The Insureds and the Insurer shall keep this Policy and details of any dispute relating to it confidential except as required by law or regulatory authority. The Insureds and the Insurer shall not disclose this Policy to any third party (other than the Insured's Affiliates and their representatives and the Sellers and their representatives) except (i) as required by law or regulatory authority, (ii) as necessary to support a claim

or defense in litigation between the Insureds and the Insurer, (iii) to the extent such information is or becomes available publicly through no fault of the parties hereto (including their respective representatives), (iv) to the extent such information becomes available to the disclosing party on a non-confidential basis from a source other than a party hereto (including their respective representatives); provided that such source is not bound by a confidentiality agreement or other obligation of confidentiality, or (v) as otherwise agreed to in writing by the Insureds and the Insurer; provided, further that in the cause of clause (i), to the extent not prohibited by applicable law or regulatory authority, the Insurer or any of its Representatives shall (A) give prior notice of such required disclosure to the applicable Insured as soon as possible, (B) cooperate with such non-disclosing parties, as applicable, to preserve the confidentiality of such information consistent with the requirements of such applicable law or regulatory authority and (C) use reasonable best efforts to limit any such disclosure to the minimum disclosure necessary or required to comply with such applicable law or regulatory authority. This Section 12(f) shall survive termination of the Policy for 1 year.

(g) Severability. If any term, provision, agreement, covenant or restriction of this Policy is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Policy shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.

[Signature Page Follows]

By signing below, the President and Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

[* Cut and paste Insurer's double signature block here ***]**

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.

Exhibit A

Acquisition Agreement

[Attached]

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Exhibit B

Form of Claim Notice

Reference is hereby made to the Representations and Warranties Insurance Policy, Policy No. 11375432 issued by AIG Specialty Insurance Company to the Insureds (the "Policy"). All capitalized terms used but not defined in this Claim Notice shall have the respective meanings assigned thereto in the Policy.

The information provided in this Claim Notice is being provided solely for the purpose of making a claim under the Policy. In disclosing this information, the Insureds expressly do not waive any attorney client or other privilege associated with such information or any protection afforded by the work product doctrine with respect to any of the matters disclosed or discussed herein. The information contained in this Claim Notice is disclosed solely for purposes of this Policy, and no information contained herein shall be deemed to be an admission by any Insured to any third party of any matter whatsoever (including any violation of law or breach of contract).

Subject to the terms and conditions of the Policy, the undersigned Named Insured hereby reports that (check all that apply):

a) _____ Preliminary Notice. A Specified Person has obtained Actual Knowledge of a Breach or a matter under investigation by any Specified Person that would reasonably be expected to give rise to a Breach. Attached hereto is a description (in reasonable detail based on the Specified Person's Actual Knowledge) of such Breach or matter, including the representations and/or warranties which may have been breached, the date such Specified Person first had Actual Knowledge of such Breach, fact or circumstance, and the amount of Loss which could reasonably be expected to result (in each case, to the extent within the Actual Knowledge of a Specified Person).

b) _____ Third Party Demand. A Specified Person has obtained Actual Knowledge of a Third Party Demand that was asserted against _____ by _____ ___ in the amount of $_____ on _____. Attached hereto is a description (in reasonable detail based on the Specified Person's Actual Knowledge) of all material facts, circumstances and issues relating to such Third Party Demand, including the representations and/or warranties which allegedly contain a Breach, the facts alleged in the Third Party Demand, the date such Specified Person first obtained Actual Knowledge of such Third Party Demand, and the amount of Loss which would reasonably be expected to result (in each case, to the extent within the Actual Knowledge of a Specified Person).

c) _____ Loss. A $_____ Loss occurred on _____. Attached hereto a description (in reasonable detail based on the information now Actually Known) of all material facts, circumstances and issues relating to such Loss, including the representations and/or warranties which allegedly contain a Breach and the date that such Specified Person first had Actual Knowledge of such Loss (in each case, to the extent within the Actual Knowledge of a Specified Person).

PCI Gaming Authority d/b/a Wind Creek Hospitatlity

By: _____
Name:
Title:

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Exhibit C

Deal Team Members

- Arthur Mothershed
- James Dorris
- Joe Quinn

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Exhibit D-1

Inception No Claims Declaration

[Attached]

Exhibit D-2

Closing No Claims Declaration

[Attached]

Exhibit E

Cyber Insurance Policy

The cyber insurance policy with Beazley (policy no. W25A74220401) and any excess policies.

Exhibit F

Ancillary Documents

[To come]

Exhibit C

Vehicle Bill of Sale

(See attached.)

EXHIBIT C
Form of Vehicle Bill of Sale

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale"), dated as of [•], 2022, is made and entered into by and among (i) PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Buyer"), and (iii) SOUTHWEST FLORIDA ENTERPRISES, INC., a Florida corporation ("Seller" and together with Buyer, each, a "Party", and collectively, the "Parties"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined hereafter).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as [•], 2022 (the "Asset Purchase Agreement"), by and between West Flagler Associates, Ltd., a Florida limited partnership and an Affiliate of Seller ("Flagler") and Buyer, at the Closing Flagler has agreed to and to cause its Affiliates to sell, assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to purchase from Flagler and its Affiliates, all of Flagler's and its Affiliates' right, title, and interest in, to and under the Purchased Assets upon the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, Seller owns the vehicle set forth on Exhibit A attached hereto and made part of this Bill of Sale that is a Purchased Asset under the Asset Purchase Agreement (as used herein, the "Purchased Assets"); and

WHEREAS, Seller desires to sell, assign, transfer, convey, and deliver to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. For good and valuable consideration, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's and/or its Affiliates' right, title and interest in, to and under all of the Purchased Assets.

2. Seller's Representations and Warranties.

a. Organization of Seller. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and has all necessary corporate power and authority to, and is duly qualified and licensed to, own, operate or lease the Purchased Assets, operated or leased by it and to carry on its business as currently conducted. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets as currently conducted makes such licensing or qualification necessary.

b. Authority of Seller. Seller has all necessary power and authority to execute, enter into and deliver this Bill of Sale, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Bill of Sale, the performance by Seller of its obligations hereunder and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller. This Bill of Sale has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Bill of Sale constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization,

moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3. Further Assurances. Following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.

4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Limited Waiver of Sovereign Immunity.

a. The waiver of sovereign immunity set forth in this Section 5 is for the limited purpose of permitting any Action of any kind, whether in contract or tort, statutory or common law, legal or equitable, of any nature (inclusive of claims and counterclaims, actions for equitable or provisional relief, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) now existing or hereafter arising, directly or indirectly, out of, relating to, in connection with or in any way pertaining to this Bill of Sale, and enforcing any judgments, awards and orders, whether arising in law or in equity, rendered pursuant to the terms and conditions of this Bill of Sale and any claims or other causes of action alleging Fraud or Willful Breach by Buyer in connection with this Bill of Sale or the transactions contemplated hereby ("Legal Proceedings"). Seller acknowledges that Buyer is an instrumentality of the Tribe, and, as such, it possesses sovereign immunity from Legal Proceedings. Nothing in this Bill of Sale shall be deemed to be a waiver of Buyer or any of Buyer's Affiliates and their respective Representatives' sovereign immunity from Legal Proceedings, which immunity is expressly reserved, except as set forth in this Section 5.

b. Buyer hereby expressly and irrevocably waives in favor of Seller and its Affiliates and each of their Affiliates' respective Representatives (the "Seller Parties") the respective sovereign immunity from Legal Proceedings of Buyer and all defenses based thereon from Legal Proceedings, subject to the provisions of this Section 5. The waiver of sovereign immunity from Legal Proceedings in this Section 5 (the "Limited Sovereign Immunity Waiver") is not in favor of any person other than the Seller Parties. The Limited Sovereign Immunity Waiver shall apply only to those Legal Proceedings asserted by any of the Seller Parties against Buyer.

c. Each of Seller and Buyer agree that an Action may be brought exclusively (i) in any Delaware Court, (ii) subject to the consent of the Seller Parties, in any court or other dispute resolution forum of the Tribe (each, a "Tribal Court") and (iii) solely to enforce any Governmental Order taken or issued by a Delaware Court or a Tribal Court (each, a "Judicial Action"), in any Delaware Court, a Tribal Court or in any other court in jurisdictions where any assets of Buyer are located or which are necessary for enforcement of a Judicial Action (each, an "Enforcement Court").

d. Seller's recourse for satisfying any judgments against Buyer shall be asserted (i) first, against any net revenues of Buyer's operations that are not designated for tribal government programs and services; and (ii) second, to the extent the assets described in the foregoing clause (i) are insufficient or otherwise not reasonably available or identifiable, against any other assets of Buyer; PROVIDED, HOWEVER, IN EACH CASE, THAT NO INTEREST IN LAND, PERSONAL PROPERTY (INCLUDING FIXTURES AND TRADE FIXTURES), WHETHER

TANGIBLE OR INTANGIBLE, LEGAL OR BENEFICIAL, VESTED OR CONTINGENT, OR ANY OCCUPANCY OR OTHER RIGHTS OR ENTITLEMENTS THEREIN OR RELATED THERETO, IN EACH CASE TO THE EXTENT HELD IN TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE TRIBE, BUYER, OR ANY AFFILIATE OF BUYER, SHALL BE SUBJECT TO ATTACHMENT, EXECUTION, LIEN, JUDGMENTS OR OTHER ENFORCEMENT OR SATISFACTION OF ANY KIND, IN WHOLE OR IN PART, WITH RESPECT TO ANY CLAIM AGAINST BUYER OR ANY OF ITS AFFILIATES ON ANY BASIS WHATSOEVER. Nothing in this Section 5 is intended to increase or expand any liability of Buyer hereunder or toll any statute of limitations applicable to Buyer's obligations hereunder.

e. The Limited Sovereign Immunity Waiver is a waiver solely of the Buyer and not a waiver of the sovereign immunity of the Tribe or any other person, nor shall it extend to any Action against the Tribe or any of its Affiliates (other than Buyer), and shall not be deemed a waiver of the rights, privileges, and immunities of the Tribe or any of its Affiliates (other than Buyer). The Limited Sovereign Immunity Waiver shall expire with respect to any Action at the conclusion of the last to occur of (i) the end of any applicable survival period for commencement of such Action in accordance with this Bill of Sale and (ii) the conclusion of such Action (including all appeals and enforcement actions related thereto or arising thereunder).

f. With respect to any Actions subject to this Section 5, Buyer hereby expressly, irrevocably and unconditionally (i) waives all rights to have the Actions commenced, heard or considered in any Tribal Court (even if the Tribal Court shall have original or concurrent jurisdiction on the matter or the Tribe or any Governmental Authority of the Tribe shall have regulatory authority with respect thereto), irrespective of the doctrines of exhaustion of tribal remedies, abstention, comity or otherwise, (ii) consents to the jurisdiction of each Delaware Court, Tribal Court and Enforcement Court (each, an "Approved Court"), (iii) waives any claim that any Approved Court is an inconvenient forum, and (iv) agrees not to commence or permit to be maintained any Action in a Tribal Court without the express written consent thereto by each beneficiary of this Section 5 who is a party to such Action in each instance, and to promptly cause dismissal of any Action commenced in a Tribal Court for which such consent has not been given.

g. Buyer hereby irrevocably and unconditionally consents to the service of any process, summons, notice or document with respect to any Action that is subject to the Limited Sovereign Immunity Waiver expressly set forth in this Section 5 in the manner provided for providing notices in this Bill of Sale, provided that nothing herein will affect the right of Seller or Buyer to serve process in any other manner permitted by applicable Law.

6. Amendments. This Bill of Sale may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

7. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (iii) on the date sent by e-mail (with confirmation of transmission such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment) or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth under the signatures hereto.

8. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

agreement. A signed copy of this Bill of Sale delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first above written.

SELLER:

SOUTHWEST FLORIDA ENTERPRISES, INC., a Florida corporation

By: _____
Name: Scott Savin
Title: Authorized Signatory

Notices to Seller:

Southwest Florida Enterprises, Inc.
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
E-mail: [redacted]

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

Akerman LLP
201 E. Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 3330
Attention: Tamara Malvin
Edward Ristaino
Eric Rapkin
E-mail: tamara.malvin@akerman.com
edward.ristaino@akerman.com
eric.rapkin@akerman.com

BUYER:

PCI GAMING AUTHORITY

By: _____
Name:
Title:

Notices to Buyer:

PCI Gaming Authority d/b/a Wind Creek Hospitality
303 Poarch Rd.
Atmore, AL, 36502
Attention: James Dorris
Arthur Mothershed
Lori Stinson
E-mail: [redacted]

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

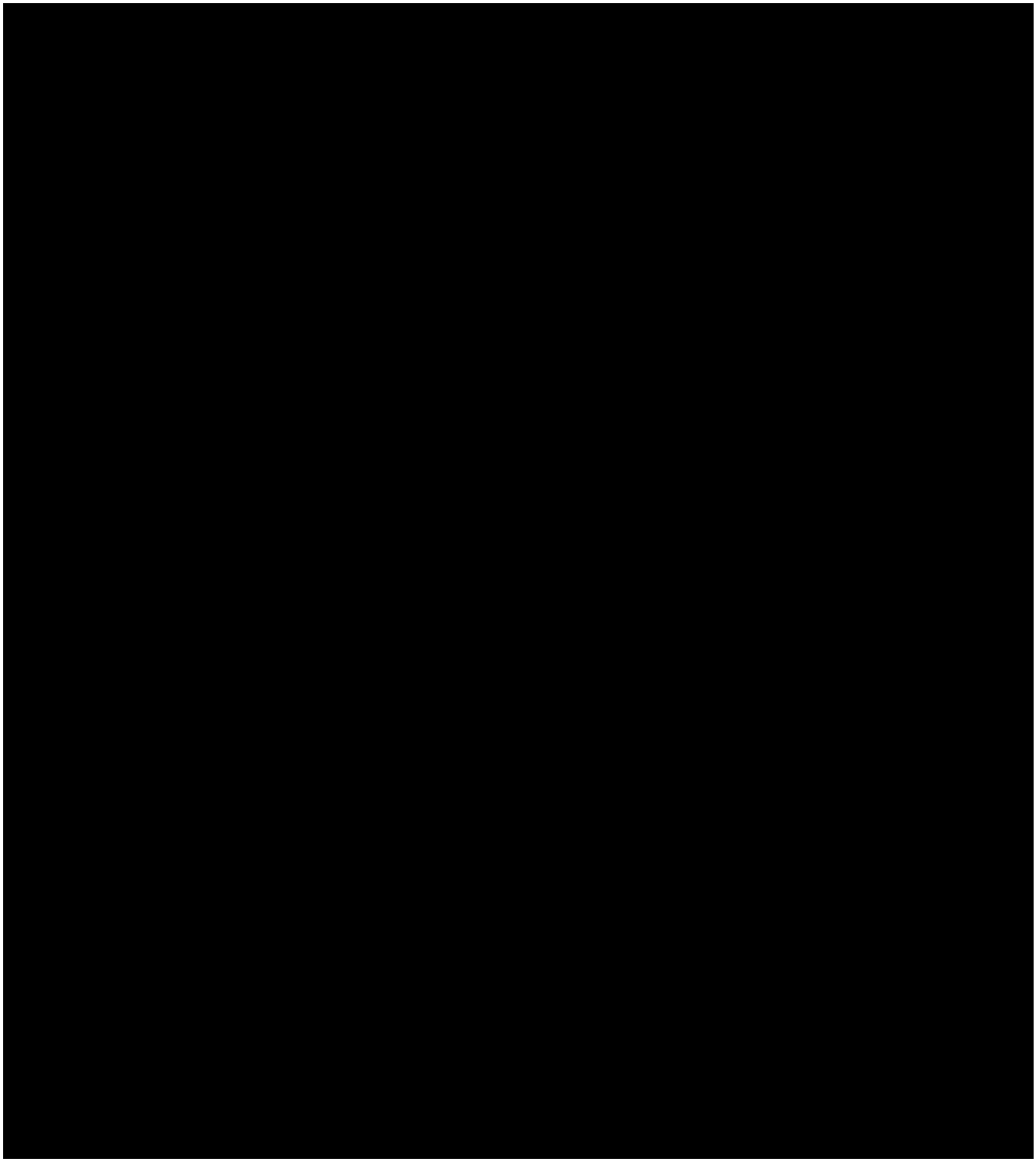
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001-8602
Attention: Howard L. Ellin
Thaddeus P. Hartmann
Email: Howard.Ellin@skadden.com
Thaddeus.Hartmann@skadden.com

Exhibit A
Purchased Assets

Year	Make	Model	VIN
2017	Toyota	Camry	[redacted]

Exhibit D

Working Capital Illustration



Annex D-1 to Exhibit D

Adjustment Methodology

1. Working Capital shall be calculated in the following order of priority. All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

    a. the definitions of Working Capital, Current Assets and Current Liabilities set forth in the Agreement;

    b. to the extent consistent with paragraph 1(a) above, the accounting principles, policies, procedures, categorizations, classifications, asset recognition basis, methods, practices and techniques as actually applied in the preparation of the Document Index No. 2.7.3 of the Data Room;

    c. to the extent consistent with paragraphs 1(a) and 1(b) above, GAAP.

2. For the avoidance of doubt, paragraph 1(a) shall take precedence over paragraphs 1(b) and 1(c), and paragraph 1(b) shall take precedence over paragraph 1(c).

Exhibit E

Bill of Sale

(See attached.)

EXHIBIT E
Form of Bill of Sale

BILL OF SALE, ASSIGNMENT & ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT & ASSUMPTION AGREEMENT** is dated as of [•], 2022 (this "Agreement") and entered into by and between (a) WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Seller"), and (b) PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Buyer"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined hereafter).

Recitals

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as [•], 2022 (the "Asset Purchase Agreement"), by and between Seller and Buyer, at the Closing Seller has agreed to and to cause its Affiliates to sell, assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to purchase from Seller and its Affiliates, all of Seller's and/or its Affiliates' right, title, and interest in, to and under the Purchased Assets upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, Buyer has agreed to pay, perform and discharge when due the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto hereby agree as follows:

Agreement

1. Purchased Assets. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's and/or its Affiliates' right, title and interest in, to and under all of the Purchased Assets; provided, however, that the Purchased Assets shall not include any of the Excluded Assets.

2. Assumed Liabilities. Buyer hereby assumes and agrees to pay, perform, and discharge when due, the Assumed Liabilities; provided, however, that the Assumed Liabilities shall not include any of the Excluded Liabilities.

3. Asset Purchase Agreement. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided, and subject to the limitations set forth, in the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

4. Effective Time. This Agreement shall be effective as of the Closing.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

7. Limited Waiver of Sovereign Immunity. Section 10.11 of the Asset Purchase Agreement is hereby incorporated by reference *mutatis mutandis*.

8. Headings. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: _____
Name: Scott Savin
Title: Authorized Signatory

BUYER:

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By: _____
Name:
Title:

Exhibit F-1

Deed

(See attached.)

PREPARED BY:

Eric D. Rapkin, Esq.
Akerman LLP
201 East Las Olas Boulevard, Suite 1800
Ft. Lauderdale, Florida 33301

RECORD AND RETURN TO:

_____
_____
_____
_____

Property Appraiser's No.: Tax Folio No.(s) _____

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made as of this _____ day of _____, 2022, between WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership (the "Grantor"), whose address is 401 N.W. 38th Court, Miami, Florida 33126, and PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe (the "Grantee"), whose address is 303 Poarch Road, Atmore, Alabama 36502.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, that certain real property lying and being in the County of Miami-Dade, State of Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Property").

SUBJECT TO taxes and assessments for the year 2022 and subsequent years, all matters set forth on Exhibit "B," attached hereto and made a part hereof, and all zoning and other governmental regulations, without reimposing same.

To have and to hold the same in fee simple forever.

And Grantor does hereby fully warrant the title to the Property, subject as aforesaid, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

WITNESSES:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

_____
Print Name:_____

By:_____
Name:_____
Its:_____

_____
Print Name:_____

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 by _____, as _____ of Southwest Florida Enterprises, Inc., a Florida corporation, on behalf of the corporation, which corporation is general partner of WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership, on behalf of the limited partnership. He/She is personally known to me or produced a valid driver's license as identification.

_____
Notary Public
Print name:_____

My commission expires:

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Tract “A”, Amended Plat of Airline Center, according to the plat thereof as recorded in Plat Book 33, Page 77, of the Public Records of Miami-Dade County, Florida.

AND

The North 289.91 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4, less the East 35.0 feet and less the South 25.0 feet thereof; and the East 225.0 feet of the North 289.91 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4, less the South 25.0 feet and less the West 25.0 feet thereof; and the East 225.0 feet of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, less the West 25.0 feet and less the North 35.0 feet thereof, all lying in Section 5, Township 54 South, Range 41 East in the City of Miami, Dade County, Florida. Less the external area formed by a 25.0 foot radius curve at the Southeast corner of the parcel herein described, said curve being tangent to the East and South lines of said parcel.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

Exhibit F-2

Title Affidavit

(See attached.)

EXHIBIT F-2
Form of Title Affidavit

AFFIDAVIT OF TITLE

BEFORE the undersigned authority, duly qualified to take acknowledgments and administer oaths within the applicable state, personally appeared _____ (the "Affiant"), as _____ of Southwest Florida Enterprises, Inc., a Florida corporation, which corporation is general partner of WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership (the "Seller"), on behalf of the Seller, who after being duly sworn, deposes and says for this affidavit dated as of the _____ day of _____, 2022 (the "Affidavit"):

1. The Seller is the owner of that certain real property situated in Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

2. To the best of Affiant's actual knowledge, the Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever, except for those matters described in Chicago Title Insurance Company (the "Title Company") Title Commitment No. _____, with an effective date of _____, 2022 at _____ __.m. (the "Title Commitment").

3. To the best of Affiant's knowledge, any and all labor, materials, and supplies which have been furnished, used, or applied upon the Property within the past ninety (90) days have been fully paid for and discharged or provisions have been made therefor. There are no construction, material supplier's, or laborer's liens against the Property, or any part thereof, and no contractor, subcontractor, laborer, or material supplier, engineer, architect, landscape architect, or land surveyor has any lien or right to a lien against the Property, or any part thereof.

4. The Seller is in full, continuous, open, and exclusive possession of the Property (except for the tenants set forth on Exhibit "B" attached hereto and made a part hereof).

5. No judgment or decree has been entered in any court of the State in which the Property is located or the United States against the Seller that remains unsatisfied, and there is no action or proceeding before any court, quasi-judicial body, or administrative agency which could affect the Seller's title to the Property or the right or power of the Seller to sell the Property to PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe (the "Purchaser"). The Seller is not and has not been involved in bankruptcy proceedings.

6. There has been no change in title to the Property from and after the effective date and time of the Title Commitment, and Affiant knows of no matters pending which could give rise to a lien that would attach to the Property, and further, Affiant has no knowledge of, has not executed, and covenants not to execute any instrument that would adversely affect title to the Property. The Seller agrees to indemnify and hold harmless the Title Company from any loss it may suffer as a result of any change in title to the Property between the date and time referenced above and the date of recordation of the deed delivered by the Seller to Purchaser.

7. This Affidavit is made for the purpose of inducing the Title Company to issue an owner's policy of title insurance to Purchaser.

8. Affiant further states that Affiant is familiar with the nature of an oath and with penalties as provided by the laws of the applicable state for falsely swearing statements made in an instrument of

this nature. Affiant further certifies that Affiant has read, or has had read to Affiant, the full facts of this Affidavit, and understand its content.

9. Notwithstanding anything to the contrary contained in this Affidavit, under no circumstances whatsoever shall there be any personal liability on the part of Affiant in connection with this Affidavit. Any recourse under this Affidavit shall only be as to Seller.

[signature and acknowledgment on next page]

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By:_____
Name:_____
Its:_____

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 by _____, as _____ of Southwest Florida Enterprises, Inc., a Florida corporation, on behalf of the corporation, which corporation is general partner of WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership, on behalf of the limited partnership. He/She is personally known to me or produced a valid driver's license as identification.

_____
Notary Public
Print name:_____

My commission expires:

EXHIBIT F-2
Form of Title Affidavit

EXHIBIT "A" TO AFFIDAVIT OF TITLE

LEGAL DESCRIPTION

Tract “A”, Amended Plat of Airline Center, according to the plat thereof as recorded in Plat Book 33, Page 77, of the Public Records of Miami-Dade County, Florida.

AND

The North 289.91 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4, less the East 35.0 feet and less the South 25.0 feet thereof; and the East 225.0 feet of the North 289.91 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4, less the South 25.0 feet and less the West 25.0 feet thereof; and the East 225.0 feet of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, less the West 25.0 feet and less the North 35.0 feet thereof, all lying in Section 5, Township 54 South, Range 41 East in the City of Miami, Dade County, Florida. Less the external area formed by a 25.0 foot radius curve at the Southeast corner of the parcel herein described, said curve being tangent to the East and South lines of said parcel.

EXHIBIT "B" TO AFFIDAVIT OF TITLE

Tenants

Exhibit G

Intellectual Property Assignment

(See attached.)

EXHIBIT G
Form of Intellectual Property Assignment

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment"), dated as of [•], 2022 (the "Effective Date"), is made by WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Assignor"), PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Assignee"). Capitalized terms used herein but not otherwise defined herein have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated September [•], 2022, pursuant to which at the Closing Seller has agreed to and to cause its Affiliates to sell, assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to purchase from Seller and its Affiliates, all of Seller's and/or its Affiliates' right, title, and interest in, to and under the Purchased Assets upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain Intellectual Property Assets of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee..

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment of Intellectual Property. Assignor hereby unconditionally and irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors, and assigns, and Assignee hereby purchases, all of Assignor's right, title, and interest, throughout the world, in and to the following (the "Assigned IP"):

(a) all trademarks, including the registrations and applications, set forth in Schedule A attached hereto and made a part hereof, and any and all common law rights relating thereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) all rights, benefits, and privileges of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the exclusive right to apply for and maintain all registrations, renewals and/or extensions for any and all of the foregoing;

(c) any and all royalties, fees, income, payments and other proceeds nor or hereafter due or payable with respect to any and all of the foregoing;

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all applicable rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, to extent allowable under applicable law and any insurance related thereto; and

(e) any other right, benefit or privilege of any kind whatsoever necessary or appropriate for Assignee to fully and entirely stand in the place of Assignor in all matters related to the Assigned IP.

3. Recordation and Further Actions. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record Assignee as the owner of the Assigned IP, and to issue any and all Assigned IP to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect and evidence its ownership of the Assigned IP. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. Nothing in this Assignment shall be deemed to supersede or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided, and subject to the limitations set forth, in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. Limited Waiver of Sovereign Immunity. Section 10.11 of the Purchase Agreement is hereby incorporated by reference *mutatis mutandis*.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Amendments. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

8. Headings. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date by their respective officers thereunto duly authorized.

ASSIGNOR:

WEST FLAGLER ASSOCIATES LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: _____
Name: Scott Savin
Title: Authorized Signatory

ASSIGNEE:

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By: _____
Name:
Title:

Schedule A
Assigned IP

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
STAGE 305	43: Providing a general purpose indoor venue facility for concerts, comedy shows, and other special events and performances	US	87/321814	2/2/17	5294894	9/26/17
MAGIC CITY CASINO	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	77/513092	7/2/08	3723955	12/8/09
MAGIC CITY CASINO	41: Casinos	US	77/854770	10/22/09	3836213	8/17/10
PUT A LITTLE MAGIC IN YOUR NIGHT	41: Casinos	US	87/907379	5/4/18	5705170	3/19/19
	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	87/921527	5/15/18		10/8/19
MAGIC CITY RACING	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	88/235791	12/19/18	5998738	2/25/20
MAGIC CITY CASINO	38: Streaming of video and audio material on the Internet, in the field of live sporting events 41: Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in	US	88/260394	1/14/19	5935514	12/17/19

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
	the field of beauty pageants; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media; Night club services					
	38: Providing live-stream video and audio entertainment content in the field of sporting events on the Internet 41: Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in the field of beauty pageants; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media; Night club services	US	88/260281	1/14/19	5878231	
MAGIC CITY CASINO	41: Casinos	US	88/429117	5/14/19	5942547	12/24/19
MAGIC CITY	38: Streaming of video and audio material on the Internet, in the field of live sporting events	US	88/260525	1/14/19	Not yet registered	

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
	41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in the field of beauty pageants; Entertainment, namely, providing an Internet website portal in the field of sporting events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media					
	38: Live streaming of video and audio entertainment material in the field of sporting events on the Internet 41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and	US	88/260201	1/14/19	5900985	11/5/19

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
	operating competitions in the field of beauty pageants; Entertainment, namely, providing an Internet website portal in the field of sporting events; Night club services; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media					
MAGIC CITY	41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Entertainment, namely, live music concerts; Entertainment, namely, providing an Internet website portal in the field of sporting events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media	FL State	T20000001364	12/7/20	T20000001364	12/7/20
MAGIC CITY CASINO	41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Entertainment, namely, live music concerts; Entertainment, namely, providing an Internet website portal in the field of	FL State	T20000001363	12/7/20	T20000001363	12/7/20

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
	sporting events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media					
MAGIC CITY	41: Entertainment services, namely, casino gaming; conducting and providing facilities for casino gaming contests and tournaments; providing casino services featuring a casino players rewards program A; casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits associated with casinos	US	90/693054	5/6/21	Not yet registered	

Exhibit H

Escrow Agreement

(See attached.)

EXHIBIT H
Form of Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement dated this [•] day of [•], 2022 (the "Escrow Agreement"), is entered into by and among PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Buyer"), West Flagler Associates, Ltd., a Florida limited partnership ("Seller" and together with the Buyer, the "Parties," and individually, a "Party"), and Computershare Trust Company, National Association, a national association organized under the laws of the United States, as escrow agent (the "Escrow Agent").

RECITALS

A. Buyer and Seller have entered into that certain Asset Purchase Agreement, dated [•], 2022 (the "Purchase Agreement") (each capitalized term which is used but not otherwise defined in this Escrow Agreement has the respective meaning assigned to such term in the Purchase Agreement) pursuant to which Seller will at the Closing sell and transfer to Buyer certain assets and certain specified liabilities of the Business, in each case as further described in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Escrow Amount will be deposited into escrow to satisfy, or partially satisfy, any post-closing purchase price adjustment.

C. Buyer agrees to place in escrow the Escrow Amount and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

D. 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 the 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. At the Closing, Buyer shall deliver to the Escrow Agent the amount of [redacted] in immediately available funds (the "Escrow Amount"). Upon the Escrow Agent's actual receipt of the Escrow Amount, the Escrow Amount shall be deposited into the account set forth in Exhibit A.

Section 1.2. Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the amounts received pursuant to Section 1.1 of this Escrow Agreement and any investment income thereon (collectively, the "Escrow Fund") as set forth in Exhibit A hereto or as set forth in any subsequent written instruction jointly signed by the Buyer and the Seller. Any investment earnings and income earned on or in respect of the Escrow Property (the "Escrow Income") shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 of this Escrow Agreement.

(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 in the absence of the Escrow Agent's gross negligence or willful misconduct as set forth in Section 3.2 below. 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 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. Each Party may obtain confirmations at no additional cost upon such Party's written request.

Section 1.3. Disbursements. The Escrow Agent shall release the Escrow Fund, in whole or in part, in accordance with:

(a) the joint written instructions of Buyer and Seller (i) in accordance with Section 2.07(e) of the Purchase Agreement if there is a positive Seller Adjustment Amount, or (ii) in accordance with Section 2.07(f) of the Purchase Agreement if there is a positive Buyer Adjustment Amount, within two (2) Business Days of the Escrow Agent's receipt of such joint written instruction; or

(b) (i) subject to and in accordance with the Limited Sovereign Immunity Waiver set forth herein and in the Purchase Agreement, a final non-appealable order of any court of competent jurisdiction, or (ii) a written determination and report of the Arbitrator, which may be issued, in each case together with (A) a certificate of a Party to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority or that such written determination and report is conclusive and binding upon the Parties in accordance with the Purchase Agreement, as applicable, and (B) the written payment instructions of such Party, duly executed by an authorized signatory of such Party, to effectuate such order or written determination and report, as applicable.

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 applicable 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 Exhibit B-2 or a rescission of an existing Exhibit B-1 or Exhibit 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 and other income from investment of the Escrow Property (if any) shall, as of the end of each applicable tax year and to the extent required by the Internal Revenue Service, be reported as having been earned by Seller, whether or not any such income was disbursed during such tax 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 (if any) 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 (if any) or on any such payments hereunder (if any) 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 income derived from the investment of the Escrow Property (if any), 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 (in each case, if any) was directly caused by the gross negligence or willful misconduct of the Escrow Agent. Notwithstanding anything to the contrary herein, the Parties agree, solely as between themselves and without limitation of the Escrow Agent's rights under this Section 1.5(c), that any obligation for indemnification under this Section 1.5(c) shall be borne by the Party or Parties determined by a court of competent jurisdiction to be responsible for causing such tax, late payment, interest, penalty or other cost or expense (in each case, if any) against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by the Seller and one-half by the Buyer. 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 (if any), except that the provisions of Sections 1.5(c), 3.1, 3.2, and 4.12 hereof shall survive termination.

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 or in written instructions delivered by the Parties that are consistent with this Escrow Agreement, which duties 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 obtain 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.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document reasonably 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, subject to the security procedures described in Section 1.4. 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 in Part I thereof. The Parties represent and warrant that each person signing this Escrow Agreement is 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, reasonable attorneys' fees and expenses or other reasonable professional fees and expenses (collectively, "Losses") 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 Losses shall have been 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. Notwithstanding anything to the contrary herein, the Parties agree, solely as between themselves and without limitation of the Escrow Agent's rights under this Section 3.1, that any obligation for indemnification under this Section 3.1 shall be borne by the Party or Parties determined by a court of competent jurisdiction to be responsible for causing the Loss against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by the Buyer and one-half by the Seller.

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 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 Fund 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 fail 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 by the Seller. 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 Escrow Agent is required to render 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 reasonable 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.

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 Fund until the Escrow Agent (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Fund, (b) receives a written agreement executed by each of the Parties directing delivery of the Escrow Fund, in which event the Escrow Agent shall be authorized to disburse the Escrow Fund in accordance with such final court order or agreement, or (c) 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 Fund and shall be entitled to recover reasonable attorneys' fees, expenses and other costs reasonably incurred in commencing and maintaining any such interpleader action. Any such court order shall be accompanied by a written instrument of the presenting Party certifying that such court order is final, non-appealable and from a court of competent jurisdiction, upon which instrument the Escrow Agent shall be entitled to conclusively rely without further investigation on any such instrument believed by the Escrow Agent to be genuine. The Escrow Agent shall be entitled to act on any such agreement or court order without further question, inquiry, or consent reasonably believed by the Escrow Agent to be genuine.

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 reasonably 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 obligations 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 the 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); provided that the Buyer may collaterally assign this Escrow Agreement to any lender of the Buyer or any of its affiliates. Any Buyer's assignment to any lender or affiliate under this Section 4.1 will not be valid against the Escrow Agent until the Escrow Agent has received a written notice of such assignment and approved all required documentation as described in Section 1.5(d) of any assignee before any assignment under this Escrow Agreement.

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 Fund escheat by operation of law.

Section 4.3. **Notices**. All notices, requests, consents, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (iii) on the date sent by e-mail (with confirmation of transmission such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment) or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties or the Escrow Agent, as applicable, at the following addresses (or at such other address for a Party or the Escrow Agent as shall be specified in a notice given in accordance with this Section 4.3):

If to the Buyer, to:

PCI Gaming Authority d/b/a Wind Creek Hospitality
303 Poarch Rd.
Atmore, AL, 36502
Attention: James Dorris
Arthur Mothershed
Lori Stinson
E-mail: [redacted]

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001-8602
Attention: Howard L. Ellin
Thaddeus P. Hartmann
Email: Howard.Ellin@skadden.com
Thaddeus.Hartmann@skadden.com

If to the Seller, to:

West Flagler Associates, Ltd.
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
E-mail: [redacted]

With a copy (which shall not constitute notice) to:

Akerman LLP
201 E. Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 3330
Attention: Tamara Malvin
Edward Ristaino
Eric Rapkin
E-mail: tamara.malvin@akerman.com
edward.ristaino@akerman.com
eric.rapkin@akerman.com

If to the Escrow Agent:

Computershare Trust Company, National Association
CTSO Mail Operations
Attention: Karen Z. Kelly, Corporate Trust Services

600 South 4th Street 7th Floor
Minneapolis, MN 55415
Telephone: 667-300-9702
E-mail: Karen.kelly1@computershare.com

Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Section 4.5. Limited Waiver of Sovereign Immunity.

(a) The waiver of sovereign immunity set forth in this Section 4.5 is for the limited purpose of permitting any Action of any kind, whether in contract or tort, statutory or common law, legal or equitable, of any nature (inclusive of claims and counterclaims, actions for equitable or provisional relief, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) now existing or hereafter arising, directly or indirectly, out of, relating to, in connection with or in any way pertaining to this Escrow Agreement, and enforcing any judgments, awards and orders, whether arising in law or in equity, rendered pursuant to the terms and conditions of this Escrow Agreement, and including, for the avoidance of doubt, any indemnification claims under Section 3.1, and any claims or other causes of action alleging Fraud or Willful Breach by Buyer in connection with this Escrow Agreement or the transactions contemplated hereby ("Legal Proceedings"). Seller and Escrow Agent acknowledge that Buyer is an instrumentality of the Tribe, and, as such, it possesses sovereign immunity from Legal Proceedings. Nothing in this Escrow Agreement shall be deemed to be a waiver of Buyer or any of Buyer's Affiliates and their respective Representatives' sovereign immunity from Legal Proceedings, which immunity is expressly reserved, except as set forth in this Section 4.5.

(b) Buyer hereby expressly and irrevocably waives in favor of Seller, Escrow Agent, and each of their Affiliates and each of their Affiliates' respective Representatives (the "Escrow Parties") the respective sovereign immunity from Legal Proceedings of Buyer and all defenses based thereon from Legal Proceedings, subject to the provisions of this Section 4.5. The waiver of sovereign immunity from Legal Proceedings in this Section 4.5 (the "Limited Sovereign Immunity Waiver") is not in favor of any person other than the Escrow Parties. The Limited Sovereign Immunity Waiver shall apply only to those Legal Proceedings asserted by any of the Escrow Parties against Buyer.

(c) Each of Seller, Buyer, and Escrow Agent agree that an Action may be brought exclusively (i) in any Delaware Court, (ii) subject to the consent of the Escrow Parties, in any court or other dispute resolution forum of the Tribe (each, a "Tribal Court") and (iii) solely to enforce any Governmental Order taken or issued by a Delaware Court or a Tribal Court (each, a "Judicial Action"), in any Delaware Court, a Tribal Court or in any other court in jurisdictions where any assets of Buyer

are located or which are necessary for enforcement of a Judicial Action (each, an "Enforcement Court").

(d) Seller's or Escrow Agent's recourse for satisfying any judgments against Buyer shall be asserted (i) first, against any net revenues of Buyer's operations that are not designated for tribal government programs and services; and (ii) second, to the extent the assets described in the foregoing clause (i) are insufficient or otherwise not reasonably available or identifiable, against any other assets of Buyer; PROVIDED, HOWEVER, IN EACH CASE, THAT NO INTEREST IN LAND, PERSONAL PROPERTY (INCLUDING FIXTURES AND TRADE FIXTURES), WHETHER TANGIBLE OR INTANGIBLE, LEGAL OR BENEFICIAL, VESTED OR CONTINGENT, OR ANY OCCUPANCY OR OTHER RIGHTS OR ENTITLEMENTS THEREIN OR RELATED THERETO, IN EACH CASE TO THE EXTENT HELD IN TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE TRIBE, BUYER, OR ANY AFFILIATE OF BUYER, SHALL BE SUBJECT TO ATTACHMENT, EXECUTION, LIEN, JUDGMENTS OR OTHER ENFORCEMENT OR SATISFACTION OF ANY KIND, IN WHOLE OR IN PART, WITH RESPECT TO ANY CLAIM AGAINST BUYER OR ANY OF ITS AFFILIATES ON ANY BASIS WHATSOEVER. Nothing in this Section 4.5 is intended to increase or expand any liability of Buyer hereunder or toll any statute of limitations applicable to Buyer's obligations hereunder.

(e) The Limited Sovereign Immunity Waiver is a waiver solely of the Buyer and not a waiver of the sovereign immunity of the Tribe or any other person, nor shall it extend to any Action against the Tribe or any of its Affiliates (other than Buyer), and shall not be deemed a waiver of the rights, privileges, and immunities of the Tribe or any of its Affiliates (other than Buyer). The Limited Sovereign Immunity Waiver shall expire with respect to any Action at the conclusion of the last to occur of (i) the end of any applicable survival period for commencement of such Action in accordance with this Escrow Agreement and (ii) the conclusion of such Action (including all appeals and enforcement actions related thereto or arising thereunder).

(f) With respect to any Actions subject to this Section 4.5, Buyer hereby expressly, irrevocably and unconditionally (i) waives all rights to have the Actions commenced, heard or considered in any Tribal Court (even if the Tribal Court shall have original or concurrent jurisdiction on the matter or the Tribe or any Governmental Authority of the Tribe shall have regulatory authority with respect thereto), irrespective of the doctrines of exhaustion of tribal remedies, abstention, comity or otherwise, (ii) consents to the jurisdiction of each Delaware Court, Tribal Court and Enforcement Court (each, an "Approved Court"), (iii) waives any claim that any Approved Court is an inconvenient forum, and (iv) agrees not to commence or permit to be maintained any Action in a Tribal Court without the express written consent thereto by each beneficiary of this Section 4.5 who is a party to such Action in each instance, and to promptly cause dismissal of any Action commenced in a Tribal Court for which such consent has not been given.

(g) Buyer hereby irrevocably and unconditionally consents to the service of any process, summons, notice or document with respect to any Action that is subject to the Limited Sovereign Immunity Waiver expressly set forth in this Section 4.5 in the manner provided for providing notices in this Escrow Agreement, provided that nothing herein will affect the right of Seller, Buyer, or Escrow Agent to serve process in any other manner permitted by applicable Law.

Section 4.6. Entire Agreement. This Escrow Agreement, the Purchase Agreement to the extent of the capitalized terms used but not defined in this Escrow Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties hereto related to the Escrow Fund.

Section 4.7. **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 4.8. **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 4.9. **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 4.10. **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. The exchange of copies of this Escrow Agreement and of signature pages by facsimile or by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this Escrow Agreement as to the Parties and the Escrow Agent and may be used in lieu of the original Escrow Agreement for all purposes. This Escrow Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other 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 any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic 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 other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof.

Section 4.11. Venue; Trial by Jury.

(a) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS ESCROW AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED ONLY IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, TO THE EXTENT SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE SUPERIOR COURT OF THE STATE OF DELAWARE), OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE (EACH, A "DELAWARE COURT"), AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND

UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ESCROW AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH 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 ESCROW AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.11.

Section 4.12. 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 and the Escrow Agent further agree (i) not to publish or disclose, other than to its Representatives, this Escrow Agreement or the information contained herein and (ii) to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Escrow Agreement and information contained herein, 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 or the Escrow Agent 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 or the Escrow Agent becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Escrow Agreement, that Party or the Escrow Agent, as applicable (in case of the Escrow Agent, only to the extent set forth in Section 3.2 above), 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.

BUYER:

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By: _____
Name:
Title:

SELLER:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: _____
Name: Scott Savin
Title: Authorized Signatory

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

ESCROW AGENT:

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Name:
Title:

EXHIBIT A

Cash Investment Direction Form

Direction to use the following Computershare Trust Company, N.A. (Computershare) Deposit Option for cash balances for the following account(s) and all subaccounts thereof:

Account name:	**PCI Gaming Authority / West Flagler Associates - Escrow**
Account number(s):	[redacted]

You are hereby directed to deposit, as indicated below, or as I shall direct further in writing from time to time, all cash in the account(s) in the following bank deposit option:

☒	**Computershare Domestic Non Interest Bearing Deposit Option (DNIB) (SEI CUSIP = VP7000418)**

I acknowledge that I have full power and authority to direct investments of the account(s).

I acknowledge that funds are deposited with U.S. financial institutions rated A or higher as rated by S&P, Moody's and Fitch.

I understand that amounts on deposit in the DNIB are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of $250,000.

I understand that Computershare shall not be obligated to pay any interest to the account(s).

I understand that I 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.

I understand that Computershare may from time to time receive compensation in connection with such deposits or investments.

I 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.

EXHIBIT B-1

West Flagler Associates, Ltd., a Florida limited partnership (the "Seller") certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of the Seller, and that the option checked in Part III of this Exhibit B-1 is the security procedure selected by the Seller for use in verifying that a funds transfer instruction received by the Escrow Agent is that of the Seller.

The Seller has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-1, the Seller acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by the Seller.

NOTICE: The security procedure selected by the Seller will not be used to detect errors in the funds transfer instructions given by the Seller. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and 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 a funds transfer 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 Seller take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of the Seller

Name	Title	Telephone	E-mail Address	Specimen Signature
Scott Savin	_____	_____	[redacted]	_____
Alex Havenick	_____	_____	[redacted]	_____
_____	_____	_____	_____	_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone	E-mail Address
Scott Savin	_____	_____	[redacted]
_____	_____	_____	_____
_____	_____	_____	_____

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

X *Option 1. Confirmation by telephone call-back*. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-

X CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-1. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1. Seller understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Seller further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

**Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation*. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If Seller wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If Seller chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

**Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation*. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by telephone call-back or e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account,* ***please consult with your Escrow Agent before selecting this option**.*

[Signature Page Follows]

Dated this ____ day of _____, 2022.

WEST FLAGLER ASSOCIATES, LTD.,
a Florida limited partnership

By: Southwest Florida Enterprises, Inc.,
its general partner

By _____
Name: Scott Savin
Title: Authorized Signatory

EXHIBIT B-2

PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe (the "Buyer") certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of the Buyer, and that the option checked in Part III of this Exhibit B-2 is the security procedure selected by the Buyer for use in verifying that a funds transfer instruction received by the Escrow Agent is that of the Buyer.

The Buyer has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-2 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-2, the Buyer acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by the Buyer.

NOTICE: The security procedure selected by the Buyer will not be used to detect errors in the funds transfer instructions given by the Buyer. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and 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 a funds transfer 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 Buyer take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of the Buyer

Name	Title	Telephone Number	E-mail Address	Specimen Signature
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone Number	E-mail Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

X *Option 1. Confirmation by telephone call-back*. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-

X CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2. Buyer understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Buyer further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

**Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation*. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If Buyer wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If Buyer chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

**Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation*. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by telephone call-back or e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, **please consult with your Escrow Agent before selecting this option.*

[Signature Page Follows]

Dated this ____ day of _____, 2022.

PCI GAMING AUTHORITY, an
unincorporated, chartered instrumentality
of the Poarch Band of Creek Indians,
a federally recognized Indian tribe

By _____
Name:
Title:

EXHIBIT C

FEES OF ESCROW AGENT

See attached.

Schedule of Fees

To provide escrow agent services

West Flagler Associates, Ltd. / PCI Gaming Authority

M&A Escrow Account (Project Everglades)

Approximate size: [redacted]

Acceptance Fee	[redacted]

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	[redacted]

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 account established. The first installment of the administrative fee is payable at execution of this agreement.

Out-of-Pocket Expenses	[redacted]

Out-of-pocket expenses will be billed at cost at the sole discretion of Computershare.

Extraordinary Services	[redacted]

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 expense is incurred. The review of complex tax forms, including by way of example but not limited to, IRS Form W-8IMY, shall 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: [redacted]
- Term of escrow account: 90 days
- Number of tax reporting parties: 1
- Number of parties to the transaction: 2, excluding the escrow agent
- 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.
- 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.

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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 recipients 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.

Date: August 30, 2022

Exhibit I

Recordable Assignment of Development Agreement

(See attached.)

EXHIBIT I
Form of Recordable Assignment of Development Agreement

PREPARED BY:

Eric D. Rapkin, Esq.
Akerman LLP
201 East Las Olas Boulevard, Suite 1800
Ft. Lauderdale, Florida 33301

RECORD AND RETURN TO:

_____
_____
_____
_____

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT** (this "Agreement") is dated as of [•], 2022 (the "Effective Date") and entered into by and between WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Assignor"), and PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Assignee").

Recitals

WHEREAS, Assignor and the City of Miami, Florida are parties to that certain Development Agreement Between City of Miami, Florida and West Flagler Associates, Ltd. Regarding Slot Machines at Flagler Dog Track Property recorded June 24, 2008 in Official Records Book 26447, Page 4735, of the Public Records of Miami-Dade County, Florida (the "Development Agreement"), pertaining to the Property (as defined in the Development Agreement), as more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, pursuant to that certain Special Warranty Deed of even date herewith, Assignor conveyed the Property to Assignee; and

WHEREAS, the parties desire to confirm the assignment of the Development Agreement to Assignee in accordance with Section 29 of the Development Agreement.

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

Agreement

1. Assignment and Assumption. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the Development Agreement. Assignee hereby assumes and agrees to pay, perform, and discharge when due the obligations of Assignor under the Development Agreement arising prior to, on or after the Effective Date.

2. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

4. Headings. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

WITNESSES:

ASSIGNOR:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

_____
Print Name:_____

By: _____
Name: Scott Savin
Title: Authorized Signatory

_____
Print Name:_____

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 by Scott Savin, as Authorized Signatory of Southwest Florida Enterprises, Inc., a Florida corporation, on behalf of the corporation, which corporation is general partner of WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or produced a valid driver's license as identification.

_____
Notary Public
Print name:_____

My commission expires:

WITNESSES:

ASSIGNEE:

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

_____
Print Name:_____

By: _____
Name:
Title:

_____
Print Name:_____

STATE OF [___])
)ss:
COUNTY OF [___])

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 by _____, as _____ of PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe, on behalf of the instrumentality. He/She is personally known to me or produced a valid driver's license as identification.

_____
Notary Public
Print name:_____

My commission expires

Exhibit A

Legal Description

Tract "A", Amended Plat of Airline Center, according to the plat thereof as recorded in Plat Book 33, Page 77, of the Public Records of Miami-Dade County, Florida.

AND

The North 289.91 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4, less the East 35.0 feet and less the South 25.0 feet thereof; and the East 225.0 feet of the North 289.91 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4, less the South 25.0 feet and less the West 25.0 feet thereof; and the East 225.0 feet of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, less the West 25.0 feet and less the North 35.0 feet thereof, all lying in Section 5, Township 54 South, Range 41 East in the City of Miami, Dade County, Florida. Less the external area formed by a 25.0 foot radius curve at the Southeast corner of the parcel herein described, said curve being tangent to the East and South lines of said parcel.

Exhibit J

Transition Services Agreement

(See attached.)

EXHIBIT J
Form of Transition Services Agreement

TRANSITION SERVICES AGREEMENT

This **TRANSITION SERVICES AGREEMENT** (this "Agreement"), dated as of [•], 2022 (the "Effective Date"), by and among WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Seller") and PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Buyer" and together with Seller, the "Parties", and each, a "Party").

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement by and among Seller and Buyer, dated as of September [•], 2022 (the "Asset Purchase Agreement") pursuant to which Buyer purchased from Seller the Purchased Assets and assumed the Assumed Liabilities;

WHEREAS, pursuant to the Asset Purchase Agreement, among other matters, effective upon Closing (as defined in the Asset Purchase Agreement), the Parties agreed to enter into this Agreement pursuant to which (i) Seller will provide or cause to be provided, in each case pursuant to the terms and conditions set forth herein, certain Services; and (ii) Buyer shall provide or cause to be provided, in each case pursuant to the terms and conditions set forth herein, certain Accommodations; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement. For the purposes of this Agreement the following terms shall have the following meanings:

"Accommodations" means the office space and accommodations set forth on Schedule 3.1 (the "Buyer Accommodation Schedule").

"Buyer Data" means (i) any data or information of Buyer or its Affiliates, or their respective Personnel, vendors, customers, or other business partners, that is provided to or obtained by Seller or its Personnel in the performance of Seller's obligations under this Agreement and (ii) any data or information to the extent related to the Business that is collected, generated or processed by Seller or its Personnel in connection with the performance of Seller's obligations pursuant to this Agreement.

"Personnel" means, with respect to any Person, the employees, officers, agents, independent contractors, and consultants of such Person and, with respect to Seller, any third parties engaged by Seller to provide a Service.

"Third Party Claim" means a claim, action, suit or proceeding by a third party.

"Services" means the services set forth on Schedule 2.1 (the "Seller Service Schedule") and any Omitted Services added to this Agreement pursuant to Section 2.3.

ARTICLE II

SERVICES

Section 2.1 Services. Subject to the terms and conditions of this Agreement, during the Term, Seller shall provide, or shall use its commercially reasonable efforts to cause to be provided through its Affiliates, in a manner consistent with Section 2.5, the Services to Buyer in accordance with this Agreement.

Section 2.2 No Subcontracting. Seller may not subcontract performance of the Services, except to the extent that (and to the same subcontractor as) any Service is subcontracted as of the Effective Date. In the event of any subcontracting permitted by this Section 2.2, Seller shall remain responsible and liable for performance of the Services in accordance with this Agreement and shall use commercially reasonable efforts to ensure that any such subcontractor complies with the specified service levels set forth in this Agreement. Notwithstanding the foregoing, Seller shall not be relieved of any of its obligations under this Agreement by use of such subcontractors.

Section 2.3 Omitted Services. The Parties acknowledge and agree that, after the Effective Date, Buyer may identify services that are not included on Seller Service Schedule, but were provided by Seller to the Business during the twelve (12) months prior to the Effective Date using assets, rights, systems, or Personnel retained by Seller or its Affiliates. If Buyer notifies Seller in writing that it wishes to receive any such service (each such service, an "Omitted Service"), Seller shall consider each Omitted Service requested in good faith, provided that nothing herein shall obligate Seller to agree to provide any such Omitted Service and Seller shall decide, in its sole but reasonable discretion, whether or not to provide any Omitted Service. Seller shall notify Buyer of its decision whether or not to provide the Omitted Service within ten (10) Business Days of receipt of the request of such Omitted Service. Any Omitted Service agreed to by Seller shall be provided pursuant to the mutually agreed terms and conditions, and each such Omitted Service will be added to Seller Service Schedule along with a detailed description of such Omitted Service to be performed, and thereafter shall become a Service. Seller shall commence provision of such Service in accordance with this Agreement as soon as reasonably practicable. The fees to be paid for the Omitted Services shall be mutually agreed upon by Buyer and Seller. Buyer shall pay such fees for the Omitted Services to Seller in accordance with Article V.

Section 2.4 Cooperation. The Parties shall reasonably cooperate in connection with the provision and receipt of the Services. Seller will reasonably cooperate with Buyer in connection with the migration of the Services from Seller to Buyer or its designees; provided that Seller shall have no obligation to incur any out-of-pocket costs or expenses in connection with this cooperation. Such cooperation will include making reasonably available for consultation with Buyer those Personnel of Seller required for knowledge transfer in connection with the migration and provision of the Services. In addition upon at least five (5) days prior written notice, Seller will provide, at Seller's actual out-of-pocket cost, a complete copy of all Buyer Data in the then-current format (or such other format reasonably agreed upon by the Parties): (a) at such time as Buyer or its designated third party providers are testing the information technology systems that

will replace those used by Seller to store and manage such Buyer Data, (b) from time to time upon Buyer's reasonable request but no more than once per calendar month during Term (or more frequently to the extent required under applicable Law), and (c) upon the final cut-over by Buyer to such replacement systems. Notwithstanding the foregoing, Buyer shall only be required to reimburse Seller's actual out-of-pocket costs in providing Buyer Data solely to the extent that Seller has obtained Buyer's written consent prior to incurring any such out-of-pockets costs.

Section 2.5 Standard of Performance. Seller shall use its commercially reasonable efforts to ensure that such Services shall be performed (a) with at least the same degree of care, diligence, skill, efficiency, and prudence as such Services were performed in the twelve (12) months immediately prior to the Effective Date (and, in any event, with no less than a reasonable degree of care, diligence, skill, efficiency and prudence), and (b) in compliance with all applicable Laws; provided, that: (i) appropriate modifications in the manner of delivery of such Services may be made by Seller, in its sole but reasonable discretion, (A) to the extent reasonably necessary for security, confidentiality and data integrity purposes, so long as such modifications do not adversely affect the quality of the Services required to be delivered hereunder in any material respect and (B) as required by Law or Governmental Order; (ii) in performing the Services, neither Seller nor any of its Affiliates shall be obligated to (A) hire or train additional employees or contractors, except to the extent that employees or contractors providing the Services are terminated or otherwise leave the employ of or terminate their relationship with Seller or its Affiliates, in which case Seller shall be responsible for replacing such employees or contractors with other employees or contractors (at its sole discretion), (B) maintain the employment of any specific employee or contractor, or (C) purchase, lease or license any additional facilities, equipment or software.

Section 2.6 Limitation. Buyer acknowledges that the Seller Parties are not in the business of providing the Services and are providing the Services only as an accommodation to allow Buyer a period of time to itself provide the Services to the Business. Buyer further acknowledges that the Services are available only for the purposes of conducting the operation of the Business after Closing in substantially the same manner as operated by Seller immediately prior to the Closing on a transitional basis and agrees not to use any such Services for any other purposes or for conducting any other business.

ARTICLE III

ACCOMMODATIONS

Section 3.1 Accommodations. Subject to the terms and conditions of this Agreement, during the Term, Buyer shall provide or, shall use its commercially reasonable efforts to cause to be provided through its Affiliates, in a manner consistent with Section 3.3, the Accommodations to Buyer in accordance with this Agreement.

Section 3.2 No Subcontracting. Buyer may not subcontract performance of the Accommodations, except upon the written consent of Seller, which consent shall not be unreasonably withheld or delayed. In the event of any subcontracting permitted by this Section 3.1, Buyer shall remain responsible and liable for performance of the Accommodations in accordance with this Agreement and shall use commercially reasonable efforts to ensure that any such subcontractor complies with the specified service levels set forth in this Agreement.

Notwithstanding the foregoing, Buyer shall not be relieved of any of its obligations under this Agreement by use of such subcontractors.

Section 3.3 Standard of Performance. Subject to Section 8.2(d), Buyer shall use its commercially reasonable efforts to provide the Accommodations with reasonable care, diligence, skill, efficiency, and prudence; provided, that: (a) appropriate modifications in the manner of delivery of such Accommodations may be made by Buyer, in its sole but reasonable discretion, (i) to the extent reasonably necessary for security, confidentiality and data integrity purposes, so long as such modifications do not adversely affect the quality of the Accommodations required to be delivered hereunder in any material respect, and (ii) as required by Law or Governmental Order; (b) in providing the Accommodations, Buyer shall not be obligated to (i) hire or train additional employees or contractors, except to the extent that employees or contractors providing the Accommodations are terminated or otherwise leave the employ of or terminate their relationship with Buyer, in which case Buyer shall be responsible for replacing such employees or contractors with other employees or contractors (at its sole discretion), (ii) maintain the employment of any specific employee or contractor, or (iii) purchase, lease or license any additional facilities, equipment or software.

Section 3.4 Limitation. Seller acknowledges that Buyer is not in the business of providing the Accommodations and is providing the Accommodations only as an accommodation to allow Seller a period of time to itself provide the Accommodations for itself. Seller further acknowledges that the Accommodations are available only for the purposes of conducting Seller's business operations after Closing in substantially the same manner as operated by Seller immediately prior to the Closing on a transitional basis and agrees not to use any such Accommodations for any other purposes or for conducting any other business.

Section 3.5 Seller Obligations. Prior to or upon expiration or termination of the Term, Seller shall clean, and remove all Seller property and materials from, the office space included in the Accommodations. Without limiting the foregoing obligation of Seller, the Parties acknowledge and agree that Buyer shall have no responsibility or liability resulting from possession or handling of any Seller property or materials not removed by Seller within two (2) Business Days following the expiration of the Term or earlier termination of this Agreement; after which, Buyer may remove and dispose of any such Seller property or materials in such manner as it deems advisable.

ARTICLE IV

LIMITATIONS

Section 4.1 Third Party Limitations. Each of the Parties shall use commercially reasonable efforts to obtain any necessary consent from any third parties in order to provide the Services or Accommodations, as the case may be, to be provided pursuant to this Agreement. If any such consent is not obtained despite such commercially reasonable efforts, each Party shall use reasonable efforts, and cooperate with the other Party, to determine and implement alternative equivalent services and accommodations, as necessary to provide the other Party with the intended benefit to such Party of the Services or the Accommodations, as the case may be, in a manner that does not require such consent.

Section 4.2 Personnel. Each of the Parties shall have the sole responsibility to employ, pay, supervise, direct and discharge all of its Personnel providing Services or the Accommodations, as the case may be, hereunder. Each of the Parties shall be solely responsible for the payment of all employee benefits and any other direct and indirect compensation for its Personnel assigned to perform services and accommodations under this Agreement, as well as such Personnel's worker's compensation insurance, employment taxes, and other employer liabilities relating to such personnel as required by applicable Law. Each of the Parties shall be an independent contractor in connection with the performance of Services or Accommodations, as the case may be, hereunder for any and all purposes (including federal or state tax purposes), and the employees performing Services or Accommodations, as the case may be, in connection herewith shall not be deemed to be employees or agents of the other Party. All Services or Accommodations, as the case may be, shall be performed in a competent and professional manner by qualified Personnel that have the proper skill, training and background necessary to accomplish their assigned tasks.

ARTICLE V

PAYMENT

Section 5.1 Fees. In consideration for the Services, Buyer shall pay to Seller the fees as set forth on the Seller Service Schedule, which fees shall in each case be calculated based on Seller's actual out-of-pocket costs (without allocation of overhead) incurred in providing the applicable Service for such time period ("Fees"). Buyer acknowledges and agrees that it shall not be entitled to any compensation in connection with it providing the Accommodations to Seller.

Section 5.2 Billing and Payment Terms. Seller shall invoice Buyer monthly (such invoice to set forth a description of the Services provided) for all Services that Seller delivered during the preceding month, denominated in US Dollars. Each such invoice shall be payable within thirty (30) days after Buyer's receipt of a proper invoice. Such monthly invoices shall be accompanied by reasonably sufficient documentation to evidence that the Fees and any other charges are properly due hereunder. Buyer shall as soon as is reasonably practicable notify Seller in writing of any amounts billed to Buyer that are in dispute, and shall be permitted to withhold any sums disputed in good faith. Upon receipt of such notice, Seller will research the items in question in a reasonably prompt manner and cooperate in good faith to resolve any differences with Buyer. In the event that the Parties mutually agree that any disputed payment disputed by Buyer was properly owed, Buyer will pay to Seller such unpaid amount within fifteen (15) days of such agreement. If the Parties mutually agree that Buyer has made an overpayment for any reason, Seller will refund that amount to Buyer within fifteen (15) days of such agreement.

Section 5.3 No Funding or Credit Risk. Under no circumstances whatsoever shall any Seller Party have any obligation to advance or otherwise make available to or for the benefit of Buyer or its Affiliates any amount to fund or pay any Fees or any other amount, nor shall any Seller Party be required to bear any credit risk of Buyer or its Affiliates. Under no circumstances whatsoever shall Buyer or any of its Affiliates or its or their respective Representatives ("Buyer Party") have any obligation to advance or otherwise make available to or for the benefit of Seller or its Affiliates any amount to fund or pay any amount, nor shall any Buyer Party be required to bear any credit risk of Seller or its Affiliates.

Section 5.4 Sales Taxes. All amounts payable by Buyer pursuant to this Agreement are exclusive of any value-added, sales, use, goods and services, consumption, multi-staged, personal property, customs, import, excise, stamp, transfer, or similar taxes, duties or charges (collectively, "Sales Taxes") which may be imposed by any Governmental Authority, excluding, for clarity, taxes based on Seller's net income, capital or receipts. All such applicable Sales Taxes are payable by Buyer if included in an invoice issued hereunder. Applicable Sales Taxes shall be indicated by Seller on all invoices.

ARTICLE VI

RECORDS; INSPECTION

Section 6.1 Record Retention; Inspection. Seller agrees to maintain accurate books and records arising from or related to any Services provided hereunder. Such records shall be sufficient to permit Buyer to compute and verify any and all payments due to Seller hereunder. During the Term applicable to any Service and for twelve (12) months thereafter, Seller shall, upon reasonable prior written notice from Buyer, permit Buyer or its authorized representatives to inspect and audit Seller's records relating to Services or this Agreement (including any charges hereunder) during regular business hours or at other reasonable times, with the right to make any copies. All such information shall be subject to the confidentiality provisions set forth in Article VII, and such Party shall ensure that any Person receiving such information has agreed to be bound by the confidentiality obligations therein (or reasonably consistent confidentiality obligations) prior to the provision of any such information to such Person. Notwithstanding the foregoing, if there is a discrepancy between the amount charged by Seller and the amount properly due to Seller of greater than ten percent (10%), Seller shall reimburse Buyer for the reasonable costs of such audit.

ARTICLE VII

CONFIDENTIALITY

Section 7.1 Confidentiality Obligations; Permitted Disclosures. Each Party may receive, or have access to, records and information, whether written or oral, which the other Party considers to be confidential and proprietary, including, without limitation, financial information, data (including Buyer Data), Personnel data, and technical information such as specifications and models, and information which relates to the other Party's and its Affiliates' present and future development of business activities, all of which shall be deemed "Confidential Information". Buyer Data shall be deemed the Confidential Information of Buyer. Nothing in this Article VII shall be construed to limit the use of, or dissemination by either Buyer or Seller of, information that is (a) known to the general public (without breach of this Agreement) either prior to or subsequent to a Party's receipt of such information from the other Party, or (b) independently developed by a Party without reference to or use of the other Party's Confidential Information. In addition, nothing in this Agreement shall prevent any disclosure required by Law, order or legal or regulatory process of a Governmental Authority; provided, however, that prior to any such disclosure, the receiving Party proposing to make such disclosure shall give the disclosing Party prompt written notice of any such requirement, unless restricted by applicable Law, and shall reasonably cooperate with the disclosing Party in preventing such disclosure and/or in obtaining a protective order or other means of protecting the confidentiality of such Confidential Information.

Section 7.2 Limitations on Disclosure and Use of Confidential Information. The receiving Party shall use the disclosing Party's Confidential Information solely for the purposes set forth in this Agreement unless another use is allowed by written permission of the disclosing Party. In handling the Confidential Information, each Party shall: (a) not make disclosure of any such Confidential Information to anyone except officers, directors, employees, contractors, and representatives of such Party to whom disclosure is necessary for the purposes of this Agreement; and (b) appropriately notify such officers, directors, employees, contractors, and representatives that the disclosure is made in confidence in accordance with the provisions hereof. Each Party shall be responsible for ensuring compliance with the terms of this Section by their respective Personnel. Within ten (10) Business Days of termination or expiration of this Agreement, or upon request of the disclosing Party, all Confidential Information, together with any copies thereof, shall be returned to the disclosing Party or certified destroyed by the receiving Party.

ARTICLE VIII

INTELLECTUAL PROPERTY AND DATA

Section 8.1 Ownership of Data and Intellectual Property. Each Party retains the ownership and title to any and all of its Intellectual Property owned by such Party as of the Effective Date following consummation of the transactions contemplated by the Asset Purchase Agreement. Other than as expressly provided herein, this Agreement is not intended to, and shall not, transfer or license any Intellectual Property from one Party to the other, and no Party will gain, by virtue of the delivery or receipt of Services or Accommodations, as applicable, any rights of ownership in, to and under any Intellectual Property or other property owned by the other Party or its Affiliates. Other than any specific data, reports, or similar work product that are Purchased Assets, and except as may otherwise be provided in the Seller Service Schedule, all Intellectual Property, developments, improvements, and work product produced by any Party or any of its Representatives in connection with the Services or Accommodations, is and shall be the sole and exclusive property of such Party. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that, as between Seller and Buyer, any and all Buyer Data shall be owned by Buyer.

Section 8.2 Protection of Data; Security.

(a) In this Section 8.2, the terms "controller," "process," "processor," and "maintain" shall have the meanings ascribed to them under applicable Privacy Laws or similar applicable Laws and all other statutes, enacting instruments, common law, regulations and directives, concerning the protection or maintenance of computerized data that includes Personal Information, including any predecessor, successor or implementing legislation in respect of the foregoing, and any amendments or re-enactments of the foregoing (the "Data Protection Laws").

(b) Each of the Parties shall, and shall cause its Affiliates and Personnel to, comply with all applicable Data Protection Laws in relation to all Personal Information that it processes or maintains in the course of performing its obligations under this Agreement (the "Protected Data"). In respect of the Services, Seller shall, in respect of such Protected Data, be a processor, and Buyer shall, in respect of such Protected Data, be a controller. Where in connection with this Agreement, Seller acquires or obtain access to any Protected Data, Seller shall, consistent

with past practice, (i) implement, maintain and regularly test appropriate technical and organizational measures and security procedures and practices in respect of the Protected Data to prevent unauthorized or unlawful destruction, loss, alteration, acquisition, access, disclosure, use, processing, or maintenance of the Protected Data that are no less protective than those required by Data Protection Laws, (ii) keep, in accordance with Data Protection Laws, records relating to processing and maintenance of Protected Data and, upon reasonable advanced written notice, permit Buyer to examine such records with respect to compliance with Data Protection Laws in accordance with Section 6.1, (iii) reasonably cooperate with Buyer in connection with any complaints or investigations related to unauthorized or unlawful destruction, loss, alteration, acquisition, access, disclosure, use, processing, or maintenance of the Protected Data, (iv) retain, use and disclose Protected Data solely for the purposes and during the Term of this Agreement or as otherwise required by applicable Law (subject to providing to Buyer reasonable prior notice of any such use required by applicable Law), (v) comply with all restrictions on the acquisition of, access to, use, processing, maintenance and disclosure of Protected Data imposed by Buyer in this Agreement or by applicable Law, including without limitation not transferring Protected Data to any third party without Buyer's written consent, (vi) notify Buyer in writing without undue delay but in any event within twenty-four (24) hours after becoming aware of any unauthorized or unlawful destruction, loss, alteration, acquisition, access, disclosure, use, processing, or maintenance of Protected Data ("Personal Data Breach") (to the extent not prohibited under applicable Law or recommendation of a Governmental Authority and take reasonable actions to prevent further Personal Data Breaches, (vii) not notify any third party (other than Buyer) of a Personal Data Breach, nor otherwise publicize a Personal Data Breach, without Buyer's prior written consent and (viii) use and disclose the Protected Data only in a confidential manner in accordance with applicable Law or in a manner that is otherwise consistent with Buyer's privacy policies to the extent such privacy policies have been provided to Seller prior to the Effective Date or with reasonable advanced written notice in respect of any updates to such privacy policies.

(c) Without limiting the foregoing, Seller shall take reasonable physical and information security measures in a manner at least consistent with measures that were taken by Seller within the twelve (12) month period prior to the Effective Date, and, subject to reimbursement of Approved Costs (as defined below), in accordance with Buyer's reasonable policies, standards, and guidelines related to privacy, protection of personally identifiable information, and information and system security of which Seller has been notified in writing. Seller acknowledges that Buyer may make additions, changes, and adjustments during the Term to such physical and information security measures in the Ordinary Course of Business and in order to comply with applicable Laws and regulatory guidelines. Buyer agrees that it shall promptly provide written notice to Seller of any additions, changes, or adjustments during the Term to such physical and information security measures and Seller shall not be required to incur any out-of-pocket costs to implement any such additions, changes or adjustments unless Buyer agrees to reimburse Seller for such out-of-pocket costs, which shall be identified in advance by Seller to Buyer (such reimbursable out-of-pocket costs, "Approved Costs").

(d) Buyer shall take reasonable physical and information security measures, in accordance with Buyer's policies, standards, and guidelines related to privacy, protection of personally identifiable information, and information and system security with respect to the possession or handling of Seller's information (including any Personal Information or information relating to any of Seller's businesses) that Buyer processes or maintains in the course of providing

the Accommodations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that Buyer shall have no liability resulting from the possession or handling of such Personal Information.

ARTICLE IX

DISCLAIMER OF WARRANTIES and punitive damages

Section 9.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH OF THE PARTIES HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE OR QUALITY OF THE SERVICES OR THE ACCOMMODATIONS, AS THE CASE MAY BE; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED A DISCLAIMER OR LIMITATION ON ANY REPRESENTATIONS OR WARRANTIES SET FORTH IN THE ASSET PURCHASE AGREEMENT.

Section 9.2 Disclaimer of Punitive Damages. EXCEPT IN CONNECTION WITH FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10.1 BELOW TO THE EXTENT SUCH DAMAGES ARE ACTUALLY PAYABLE BY AN INDEMNIFIED PARTY PURSUANT TO A THIRD PARTY CLAIM, NO PARTY, NOR ANY OFFICER, DIRECTOR, MANAGER, EMPLOYEE, REPRESENTATIVE OR AGENT THEREOF, SHALL HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ANY OFFICER, DIRECTOR, MANAGER, EMPLOYEE, REPRESENTATIVE OR AGENT THEREOF HAVE BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE X

INDEMNIFICATION

Section 10.1 Indemnification by Each Party. Each Party agrees to indemnify the other Party and its Affiliates and their respective members, managers, equity interest holders, employees and agents (collectively, the "Indemnified Parties") and to defend and hold each of them harmless from and against, and pay or reimburse the Indemnified Parties for, any and all Losses incurred or suffered by them as a result of any Third Party Claim arising out of, relating to or resulting from such Party's Fraud, gross negligence, willful misconduct or willful material uncured breach of this Agreement. Notwithstanding anything to the contrary contained herein, neither Party's aggregate liability under this Section 10.1 shall exceed [redacted]

Section 10.2 Indemnification Procedures. The provisions of Section 8.08 (Method of Asserting Claims) of the Asset Purchase Agreement shall apply to any claim for indemnification pursuant to this Agreement, *mutatis mutandis*.

ARTICLE XI

TERM AND TERMINATION

Section 11.1 Term of Agreement. Except as otherwise expressly set forth in this Agreement, this Agreement shall become effective, and each Service and the Accommodations shall commence, on the Effective Date. This Agreement shall continue until December 31, 2022 (the "Term") unless terminated in accordance with Section 11.2.

Section 11.2 Termination.

(a) Buyer may, on thirty (30) days' written notice to Seller, terminate any Service or all Services. Seller shall have no further obligation to provide, and Buyer shall have no obligation to continue to use or pay for (except for any incurred but unpaid Fees), any such Service.

(b) Seller may, on thirty (30) days written notice to Buyer, terminate its use of the Accommodations, and Buyer shall have no further obligation to provide the Accommodations.

(c) Any termination notice delivered pursuant to this Section 11.2 shall specify in detail the Services or the Accommodations, as applicable, to be terminated, and the effective date of such termination. Any termination of any individual Service or Accommodation, as applicable, shall not terminate this Agreement with respect to any other Service or Accommodation, as applicable, then being provided pursuant to this Agreement.

Section 11.3 Effect of Termination. The following matters shall survive the termination or expiration of this Agreement: the rights and obligations of each Party under Section 2.4, ARTICLE V (as applicable to any Fees incurred prior to termination or expiration), ARTICLE VII, ARTICLE VIII, ARTICLE IX, ARTICLE X, ARTICLE X, this Section 11.3, and ARTICLE XII.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment) or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 12.1):

To Buyer:

PCI Gaming Authority d/b/a Wind Creek Hospitality
303 Poarch Rd.

Atmore, AL, 36502
Attention: James Dorris
Arthur Mothershed
Lori Stinson
E-mail: [redacted]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001-8602
Attention: Howard L. Ellin
Thaddeus P. Hartmann
Email: Howard.Ellin@skadden.com
Thaddeus.Hartmann@skadden.com

To Seller:

West Flagler Associates, Ltd.
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
E-mail: [redacted]

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

Akerman LLP
201 E. Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 3330
Attention: Tamara Malvin
Edward Ristaino
Eric Rapkin
E-mail: tamara.malvin@akerman.com
edward.ristaino@akerman.com
eric.rapkin@akerman.com

Section 12.2 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement shall be paid by the Party incurring such costs and expenses.

Section 12.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, and any attempt to do so will be void; provided, that, Buyer may assign, delegate or otherwise transfer its rights and obligations under this Agreement to its lenders (including the Debt Financing Sources) as collateral security for its obligations under its secured debt financing arrangements (including the Debt Financing) (provided, that, in either case, such assignment, delegation or transfer shall not relieve Buyer from its obligations hereunder). No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 12.4 Certain Provisions. The provisions set forth in Section 10.05 (Severability), Section 10.10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial), Section 10.11 (Limited Waiver of Sovereign Immunity) and Section 10.18 (Counterparts) of the Asset Purchase Agreement are incorporated herein by reference and shall be binding on each Party with respect to this Agreement as if fully set forth herein, *mutatis mutandis*.

Section 12.5 Relationship of the Parties. Nothing in this Agreement shall be deemed to render either Party an agent of the other Party or grant either Party any authority to bind the other Party, transact any business in the other Party's name or on its behalf, or make any promises or representations on behalf of the other Party. Each Party will perform all of its respective obligations under this Agreement as an independent contractor, and no joint venture, partnership or other relationship shall be created or implied by this Agreement.

Section 12.6 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 12.7 Headings. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 12.8 Construction. This Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by counsel, and each of whom had an opportunity to participate in and did participate in, the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly in favor of or against any Party hereto but rather shall be given a fair and reasonable construction without regard to the rule of contra proferentem.

Section 12.9 Entire Agreement. This Agreement, together with the Asset Purchase Agreement and other Ancillary Documents, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 12.10 Specific Performance. Buyer, on one hand, and Seller, on the other hand, acknowledge that the failure to comply with, or breach of, any covenant or agreement contained in this Agreement may give rise to irreparable harm to the other Party, for which monetary damages may not be adequate remedy, and agrees that in the event of such a failure or breach (or threatened failure or breach), Buyer, on one hand, and Seller, on the other hand, shall, in addition to any and all other rights and remedies that may be available to it in respect of such failure or breach under this Agreement, be entitled to an injunction or declaration from a court of competent jurisdiction to compel specific performance by the other Party of its covenants or agreements under this Agreement or prevent breaches of the provisions of this Agreement (without any requirement to post a bond or provide any other security).

Section 12.11 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.12 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

[SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, each Party has duly executed this Agreement as of the date first above written.

WEST FLAGLER ASSOCIATES, LTD, a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: _____
Name: Scott Savin
Title: Authorized Signatory

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By: _____
Name:
Title:

Schedule 2.1

Seller Service Schedule

Services and Fees

Services to be provided by Seller:

Category	**Description**	**Fees**	**Duration**
Employee benefits	Seller shall allow, or cause Seller Affiliates to allow, Transferred Employees to continue to participate in Seller Benefit Plans (other than the Seller 401(k) Plan) on the same terms and conditions as applied to Employees of the Seller immediately prior to the Closing Date, including, but not limited to, medical, prescription drug, dental, vision coverage, life insurance, accidental death and dismemberment insurance, short and long-term disability insurance, accident insurance, critical illness/cancer insurance, hospital indemnity insurance and gap insurance. In addition, Seller will provide COBRA coverage to any Transferred Employee or any qualifying dependent thereof who becomes a COBRA qualified beneficiary as the result of a COBRA event that occurs during the TSA Period and who timely elects COBRA coverage. Effective as of the expiration of the TSA Period, Buyer will provide all such COBRA coverage under its health plan for the duration of the COBRA continuation period applicable to each such Transferred Employee and/or qualifying dependent thereof.	For fully insured benefits, pass-through cost of applicable insurance premiums attributable to Transferred Employees, taking into account volume discount. For self-insured benefits and COBRA coverage, the COBRA premium cost applicable to Transferred Employees.	From the Effective Date until December 31, 2022.

Category	**Description**	**Fees**	**Duration**
Transition of employee benefits	Seller shall cooperate with Buyer, provided that Buyer shall reimburse Seller for any actual out-of-pocket cost incurred by Seller, to facilitate (i) Buyer's adoption of benefit plans that mirror the Seller Benefit Plans effective as of January 1, 2023 (other than the Seller 401(k) Plan) for the benefit of the Transferred Employees, with the same providers used by the Seller Benefit Plan or, if this clause (i) is not possible, (ii) the establishment of new Buyer benefit plans with new providers, with substantially the same terms and conditions as the existing Seller Benefit Plans (other than the Seller 401(k) Plan) and the transition of the Transferred Employees to such new benefit plans, in each case effective as of January 1, 2023. Notwithstanding the foregoing, Buyer shall only be required to reimburse Seller for its actual out-of-pocket costs resulting from such cooperation solely to the extent that Seller has obtained Buyer's written consent prior to incurring any such out-of-pockets costs.	At no fee.	From the Effective Date until December 31, 2022.

Schedule 3.1

Buyer Accommodation Schedule

Accommodations and Fees

Category	**Description**	**Fees**	**Duration**
Office Space	Buyer shall allow, or cause Buyer's Affiliates to allow, Seller to occupy the executive offices as shown on Annex 1 to Schedule 3.1. Such office space shall be provided with full utilities, electric, air conditioning and telephone service, and will be accessible from 7:00 a.m. to 6:00 p.m., Monday through Friday, and such other times as reasonably requested by Seller. Seller agrees to comply with Buyer's generally applicable security measures and operating procedures.	At no fee.	From the Effective Date until December 31, 2022.

Annex 1 to Schedule 3.1

Map of Accommodations

(See attached.)

Executive Office Space thru 12/31/22

[redacted]

Exhibit K

Co-Existence Agreement

(See attached.)

EXHIBIT K
Form of Co-Existence Agreement

TRADEMARK CO-EXISTENCE AGREEMENT

This TRADEMARK CO-EXISTENCE AGREEMENT ("Agreement"), dated as of [•] (the "Effective Date"), by and between WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Seller"), and PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Buyer"). Seller and Buyer are hereinafter referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of [•] (the "Purchase Agreement"), by and between Buyer and Seller, Seller has agreed to sell and assign to Buyer certain assets and certain specified liabilities of the licensed pari-mutuel facility, casino, cardroom, lounge, sports club, amphitheater, concert venue, food service facilities and bars and other related facilities and services (the "Acquired Business") owned and operated by Seller prior to the Effective Date;

WHEREAS, pursuant to the Purchase Agreement, the Parties have agreed to enter into this Agreement to provide that Buyer shall have ownership and use rights in the names and trademarks described on Schedule A attached hereto (the "Acquired Marks") in connection with the Acquired Business, and related merchandising, streaming, and other services (for clarity, not related to jai alai) ancillary thereto, and Seller shall retain ownership and use rights in the names and trademarks described on Schedule B attached hereto (the "Retained Marks") in connection with Seller's jai alai operations, and related merchandising, streaming, and other services (for clarity, not related to casinos) ancillary thereto to the extent conducted in a manner consistent with past practices (the "Retained Business"); and

WHEREAS, the Parties desire to coexist as of the Effective Date pursuant to the terms of this Agreement, with Buyer owning and using the Acquired Marks in connection with the Acquired Business, and Seller owning and using the Retained Marks in connection with the Retained Business.

NOW, THEREFORE, in consideration thereof and the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Buyer's Rights and Obligations**. The Parties hereby acknowledge and agree that, as between Buyer and Seller (and its Affiliates), Buyer is the sole and exclusive owner of the Acquired Marks in connection with the Acquired Business and has the worldwide right to use, register, apply to register, license, and authorize others to use the Acquired Marks, on or in connection with goods and/or services relating to the Acquired Business. Buyer shall not (and shall cause its Affiliates not to) use, apply for, register, license, or authorize others to use the Retained Marks for any goods or services relating to the Retained Business. Buyer shall not use the Acquired Marks in any manner that would reasonably be expected to tarnish or harm the reputation of Seller, the Retained Business, or the Retained Marks in any material respect. To the extent that Buyer and its Affiliates complies with this Section 1, Seller shall not (and shall cause its Affiliates not to) object to Buyer's use, registration of, application to register, licensing or authorization to others to use the Acquired Marks in connection with the Acquired Business.

2. **Seller's Rights and Obligations**. The Parties hereby acknowledge and agree that, as between Buyer (and its Affiliates) and Seller, Seller is the sole and exclusive owner of the Retained Marks in connection with the Retained Business and has the worldwide right to use, register, apply to register, license and authorize others to use the Retained Marks, on or in connection with goods and/or services relating to the Retained Business. Seller shall not (and shall cause its Affiliates not to) use, apply for,

register, license, or authorize others to use (a) the Acquired Marks for any goods or services relating to the Acquired Business, or (b) any marks that contain, comprise or are confusingly similar to MAGIC CITY for any goods or services other than the Retained Business. Seller shall not use the Retained Marks in any manner that would reasonably be expected to tarnish or harm the reputation of Buyer, the Acquired Business or the Acquired Marks in any material respect. To the extent that Seller and its Affiliates comply with this Section 2, Buyer shall not (and shall cause its Affiliates not to) object to Seller's use, registration of, application to register, licensing or authorization to others to use the Retained Marks in connection with the Retained Business.

3. **Confusion Not Likely**. The Parties mutually believe that the continued simultaneous use and registration of the Acquired Marks and the Retained Marks on and in connection with the goods and/or services relating to their respective businesses in accordance with the terms of this Agreement is not likely to cause confusion because, among other reasons, the customers and channels of trade for their respective goods and/or services (and the goods and services themselves) are essentially different and the respective trademarks as used hereunder by Buyer and Seller are distinct. The Parties agree to continue to take reasonable action to prevent any confusion due to the co-existence and registration of their respective marks, to notify one another of any actual or potential confusion that is brought to their attention in connection with their respective marks, and to mutually cooperate, as is reasonable under the circumstances, to rectify any actual or potential confusion resulting therefrom. The existence of any instance(s) of actual confusion shall not in any way affect or call into question the validity or viability of this Agreement and this Agreement shall remain in full force and effect despite any of the foregoing.

4. **Duration**. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect without limitation of term until this Agreement is terminated by the mutual written agreement of the Parties. This Agreement may not be terminated by any Party for any breach of the Agreement by the other Party, it being understood and agreed that the non-breaching Party may seek injunctive relief, specific performance, and/or damages against the breaching Party.

5. **Execution of Consent Documents**. Each Party shall execute such reasonable specific consent agreements or other documents prepared by the other Party in a mutually agreeable form (each Party acting in good faith) as may be reasonably required to effectuate the purposes of this Agreement, including, without limitation, for filing with the United States Patent and Trademark Office or any other public records to overcome likelihood of confusion refusals of one Party's trademark applications for the Acquired Marks or Retained Marks, respectively, based on prior registrations or applications for the other Party's Acquired Marks or Retained Marks, respectively, that are in compliance and consistent with this Agreement. Each Party shall bear its own costs in connection with performance of this Section 5, including for the preparation and filing of any consent agreements that a Party requests.

6. **Miscellaneous**.

(a) Further Assurances. At any time and from time to time, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof.

(b) Assignment. This Agreement, including all obligations of the Parties contained herein, will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, assigns, parents, subsidiaries, affiliates, and licensees. If either Party assigns its rights in the Acquired Marks or the Retained Marks, respectively, that Party shall also assign its rights and its obligations, under this Agreement to the same assignee.

(c) Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the sole and entire agreement between the Parties hereto with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both oral and written, with respect to such subject matter.

(d) Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Specific Performance. Buyer, on one hand, and Seller, on the other hand, acknowledge that the failure to comply with, or breach of, any covenant or agreement contained in this Agreement may give rise to irreparable harm to the other Party, for which monetary damages may not be adequate remedy, and agrees that in the event of such a failure or breach (or threatened failure or breach), Buyer, on one hand, and Seller, on the other hand, shall, in addition to any and all other rights and remedies that may be available to it in respect of such failure or breach under this Agreement, be entitled to an injunction or declaration from a court of competent jurisdiction to compel specific performance by the other Party of its covenants or agreements under this Agreement or prevent breaches of the provisions of this Agreement (without any requirement to post a bond or provide any other security).

(f) Third Party Beneficiaries; Agency. The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and no third-party beneficiary rights shall be conferred upon any other Person. Neither Party shall be considered as, or hold itself out to be, an agent of the other Party, and neither Party may act for or bind the other Party in any dealings with a third party.

(g) Headings. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

(h) Terms Incorporated by Reference. The following Sections of the Purchase Agreement are hereby incorporated by reference, *mutatis mutandis*, as if fully set forth herein: 10.02 (Notices); 10.03 (Interpretation); 10.05 (Severability); 10.10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial); 10.11 (Limited Waiver of Sovereign Immunity); 10.13 (Construction); 10.18 (Counterparts).

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the Effective Date.

BUYER:

PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe

By: _____
Name:
Title:

SELLER:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: _____
Name: Scott Savin
Title: Authorized Signatory

Schedule A

Acquired Marks

MAGIC CITY CASINO, MAGIC CITY RACING and MAGIC CITY (as used in connection with the Acquired Business)

Mark	Good/Services	Juris.	App. No.	Date Filed	Reg. No.	Reg. Date
MAGIC CITY CASINO	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	77/513092	7/2/08	3723955	12/8/09
MAGIC CITY CASINO	41: Casinos	US	77/854770	10/22/09	3836213	8/17/10
MAGIC CITY	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	87/921527	5/15/18		
MAGIC CITY RACING	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	88/235791	12/19/18	5998738	2/25/20
MAGIC CITY CASINO	38: Streaming of video and audio material on the Internet, in the field of live sporting events 41: Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and	US	88/260394	1/14/19	5935514	12/17/19

Mark	Good/Services	Juris.	App. No.	Date Filed	Reg. No.	Reg. Date
	operating competitions in the field of beauty pageants; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media; Night club services					
	38: Providing live-stream video and audio entertainment content in the field of sporting events on the Internet 41: Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in the field of beauty pageants; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media; Night club services	US	88/260281	1/14/19	5878231	10/8/2019

Mark	Good/Services	Juris.	App. No.	Date Filed	Reg. No.	Reg. Date
	41: Casinos	US	88/429117	5/14/19	5942547	12/24/19
MAGIC CITY	38: Streaming of video and audio material on the Internet, in the field of live sporting events 41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in the field of beauty pageants; Entertainment, namely, providing an Internet website portal in the field of sporting events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media	US	88/260525	1/14/19	N/A	N/A

Mark	Good/Services	Juris.	App. No.	Date Filed	Reg. No.	Reg. Date
	38: Live streaming of video and audio entertainment material in the field of sporting events on the Internet 41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in the field of beauty pageants; Entertainment, namely, providing an Internet website portal in the field of sporting events; Night club services; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media	US	88/260201	1/14/19	5900985	11/5/19
MAGIC CITY	41: Entertainment services, namely, casino gaming; Conducting and providing facilities for	FL State	T20000001364	12/7/20	T20000001364	12/7/20

Mark	Good/Services	Juris.	App. No.	Date Filed	Reg. No.	Reg. Date
	casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Entertainment, namely, live music concerts; Entertainment, namely, providing an Internet website portal in the field of sporting events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media					
MAGIC CITY CASINO	41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Entertainment, namely, live music concerts; Entertainment, namely, providing an Internet website portal in the field of sporting	FL State	T20000001363	12/7/20	T20000001363	12/7/20

Mark	Good/Services	Juris.	App. No.	Date Filed	Reg. No.	Reg. Date
	events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media					
MAGIC CITY	41: Entertainment services, namely, casino gaming; conducting and providing facilities for casino gaming contests and tournaments; providing casino services featuring a casino players rewards program A; casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits associated with casinos	US	90/693054	5/6/21	6824211	8/23/22

Schedule B

Retained Marks

MAGIC CITY JAI ALAI, MAGIC CITY HUSTLE and MAGIC CITY CUP (as used in connection with the Retained Business)

Mark	Good/Services	Juris.	App. No.	Date Filed	Reg. No.	Reg. Date
	41: Entertainment services, namely, conducting jai-alai matches	US	87/901917	5/1/18	6213854	12/8/20
MAGIC CITY JAI-ALAI	41: Entertainment services, namely, conducting jai-alai matches	US	87/901860	3/1/18	6213853	12/8/20
MAGIC CITY HUSTLE	25: Shirts; hats	US	88/325614	3/5/19	6098770	7/14/20
MAGIC CITY CUP	35: Promoting and sponsoring sports competitions and tournaments of others 41: Entertainment in the nature of organizing, conducting and operating soccer games, soccer competitions and soccer tournaments; providing recognition and incentives by way of awards in the fields of sports and games	US	88/434113	5/16/19	6144793	9/8/20

Exhibit L

Consulting Agreement

(See attached.)

EXHIBIT L
Form of Consulting Agreement

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") made as of [•], 2022 ("Effective Date"), by and between Hecht Investments LTD, a Florida limited partnership and Affiliate of Seller ("Consultant") and PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe (the "Company") (Consultant and the Company are collectively, the "Parties" and each a "Party"). Capitalized terms used but not defined herein have the meanings ascribed to them under the APA (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "APA") by and between Company and West Flagler Associates Ltd., a Florida Limited Partnership ("Seller"), Seller has agreed to sell and assign to the Company certain assets and certain specified liabilities of Seller's licensed pari-mutuel facility, casino, cardroom, lounge, sports club, amphitheater, concert venue, food service facilities and bars and other related services; and

WHEREAS, this Agreement is entered into in connection with the transactions contemplated by the APA.

ARTICLE I - SCOPE OF WORK

1.1 Services. The Company desires to retain Consultant's services as a "Casino-Related Consultant" to the Company, and Consultant is willing to accept such retention on the terms and subject to the conditions provided for herein. Consultant shall render those consulting services needed to assist the Company in operating the Magic City Casino (the "Casino") in Miami, Florida, specifically in advising on information related to the casino operations at the Casino, as requested by the Company (the "Services"). However, the Services shall not require Consultant to prepare any Work Product (as defined below) without Consultant's consent. Consultant acknowledges and agrees that Consultant shall provide all services under this Agreement in accordance with applicable Law and the reasonable policies and procedures applicable in the casino industry.

1.2 Time and Availability. Consultant will make Alexander Havenick, Isadore Havenick, Harold Orozco, and Scott Savin available to consult with the Company as reasonably requested by the Company during the Term (as defined below) to perform the Services requested by the Company. Consultant shall only be required to perform the Services when requested in writing by the Company, and will not be required to provide more than thirty (30) consulting hours in any given month. Consultant shall also not be required to travel outside of a radius of 5 miles from the Casino to perform the Services. Notwithstanding the foregoing, the Company is under no obligation to request a minimum amount of Services during the Term.

1.3 Standard of Conduct. In rendering the Services under this Agreement, Consultant shall comply with applicable Law and conform to industry standards of work and business ethics. Consultant shall not use the resources or property of the Company without the prior written consent of the Company. Consultant warrants and agrees that Consultant (and Consultant's employees and agents, as permitted or applicable) shall have sufficient skill, knowledge, and training to perform the applicable Services, and that the Services shall be performed in a manner consistent with

industry practice. The Company covenants and agrees that it shall not impose commercially unreasonable deadlines.

1.4 Outside Services. Consultant shall not be required to use the service of any other person, entity, or organization in the performance of Consultant's duties under this Agreement (aside from the individuals identified in this Agreement).

ARTICLE II – CONSULTANT

2.1 Independent Contractor. The Parties acknowledge and agree that, at all times during the Term, (a) Consultant shall be an independent contractor and not an employee, agent, partner or joint venturer of the Company, (b) Consultant shall not have any authority to make any statement, representation or commitment of any kind on behalf of the Company, or bind or attempt to bind the Company to any contract, and Consultant and its employees and agents shall not represent to any person or entity that they have any such authority and, (c) any persons whom Consultant may employ or engage to assist Consultant, including those individuals identified in Section 1.2, shall be deemed to be Consultant's employees or contractors in all respects. Consultant and Consultant's employees and agents, including those individuals identified in Section 1.2, shall not be entitled to any benefits or compensation programs afforded by the Company to its employees by virtue of providing the Services. The Company shall not provide workers' compensation, disability insurance, Social Security, unemployment compensation coverage or any other statutory benefit to Consultant. The manner, means and times the Services are rendered shall be within Consultant's sole control and discretion (within the commercially reasonable deadlines and other parameters reasonably established by the Company). Consultant shall furnish, at Consultant's own expense, the materials, equipment and other resources necessary to perform the Services. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between the Company and Consultant, or any employee or agent of Consultant.

2.2 Taxes. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement. Consultant shall be responsible for all payroll taxes and fringe benefits of Consultant's employees, as applicable. The Company and Consultant agree that the Company is not required under currently applicable tax law to deduct or withhold any amounts for taxes with respect to any payments to Consultant. If the Company is required, following a change in applicable tax law, to deduct or withhold any amounts for taxes with respect to any payment to Consultant, such amounts shall be treated for purposes of this Agreement as amounts paid to Consultant. Consultant understands that Consultant is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the Company, provide reasonable evidence to the Company that all such taxes have been paid. The Company makes no representations concerning the tax consequences of any payment provided to Consultant pursuant to this Agreement. Consultant will ensure that its employees, contractors and others involved in the Services, are bound, in writing, to the foregoing, and to all of Consultant's obligations under any provision of this Agreement, for the Company's benefit, and Consultant will be responsible for any noncompliance by them. Consultant further covenants and agrees that Consultant (i) shall be responsible for, and shall defend, indemnify and hold harmless, the Company and the Company's members, partners, officers, directors, agents, employees, successors and permitted assigns, from and against any and all claims brought or alleged against the Company relating to

claims for any workers' compensation, overtime claims, employee tax liability claims, benefits or other claims brought, or liabilities imposed, against the Company by any Person (including governmental bodies and courts), whether relating to Consultant's status as an independent contractor, or the status of its personnel or otherwise under this Agreement, including, without limitation, by cooperating with the Company in all reasonable respects in the defense of any and all such claims by supporting the assertions made in this Agreement regarding Consultant's status as an independent contractor and (ii) hold harmless and indemnify the Company against any and all losses arising out of any taxes (including any related interest or penalties, and any other out-of-pocket costs or expenses incurred by the Company) imposed upon or incurred by the Company or Consultant, with respect to the transactions contemplated by this Agreement.

ARTICLE III – COMPENSATION & TERM

3.1 Term. The term of this Agreement shall commence on the Closing Date and terminate on the first day immediately following the [redacted] anniversary of the Closing Date (the "Term").

3.2 Compensation. Consultant shall be compensated at an annual rate of [redacted] for each year during the Term, payable commencing on the first anniversary of the Closing Date and then each of the [redacted] successive annual anniversaries of the Closing Date thereafter, for the total gross amount of [redacted].

3.3 Expenses. The Company agrees that Consultant shall have no obligation to incur any business expenses on the Company's behalf in its performance of Services hereunder.

ARTICLE IV– WORK PRODUCT AND CONFIDENTIALITY

4.1 Work Product. The Company acknowledges and agrees that Consultant shall not be required to prepare any writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, in the course of performing Services or other work performed in connection with the Services or this Agreement (collectively, "Work Product"), including any patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "Intellectual Property Rights") therein. However, to the extent that any Work Product is created, prepared, produced, authored, conceived, or reduced to practice in the course of performing the Services or this Agreement, such Work Product is hereby deemed "work made for hire" as defined in 17 U.S.C. § 101 for the Company and all copyrights therein automatically and immediately vest in the Company. If, for any reason, any such Work Product does not constitute a "work made for hire," Consultant hereby irrevocably assigns to the Company, for no additional consideration, the entire right, title, and interest throughout the world in and to such Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement or misappropriation thereof.

4.2 Confidentiality. Consultant acknowledges that the information, observations and data (including trade secrets, know-how and all other Intellectual Property Rights) obtained or developed by Consultant during the course of service to the Company or any of its Affiliates

(including, for all purposes herein, prior to the date hereof) concerning the business or affairs of the Company or any of its Affiliates before, during and after the Term ("Confidential Information"), whether in the possession of Consultant or Consultant's employees or agents, are the property of the Company or the applicable Affiliate, including information concerning acquisition opportunities in or reasonably related to such person's business or industry. Therefore, Consultant agrees that Consultant will not, and will cause Consultant's employees and agents not to, disclose to any unauthorized person or use for Consultant's or Consultant's employees' or agents' own account any Confidential Information without the Company's written consent, unless and to the extent that the Confidential Information (a) becomes generally known to and available for use by the public other than as a result of Consultant's acts or omissions to act or (b) is required to be disclosed pursuant to any applicable law or court order.

ARTICLE V - TERMINATION OF TERM

5.1 Termination. Consultant and the Company shall have the right to terminate the Term (a) upon a written agreement signed by both Parties, or (b) in the event of a material breach by the other Party of this Agreement, immediately upon receipt of written notice of termination from the non-breaching Party to the breaching Party that is "Judicially Determined." For purposes hereof, the term "Judicially Determined" shall mean the final decision of a court of competent jurisdiction subsequent to expiration of all appeals and/or appeal periods and the posting of a supersedeas bond, if required, in the appeal process. The Company shall have the right to terminate the Term with or without cause upon written notice from the Company to Consultant. This Agreement shall automatically terminate upon the termination of the APA. Any extension of the Term shall be subject to mutual written agreement between the Parties.

5.2 Compensation Upon Termination by the Company. Notwithstanding the termination of this Agreement for any reason, Consultant shall nonetheless be entitled to all unpaid Compensation in the amounts provided for under Section 3.2 of this Agreement following such termination of the Term.

5.3 Responsibilities Upon Termination. Any property and/or confidential information provided by the Company to Consultant in connection with or furtherance of Consultant's services as a Consultant under this Agreement, including but not limited to all keys, passwords, files, computers, laptops and personal management tools, shall upon request and/or the termination of this Agreement be returned to the Company immediately.

ARTICLE VI– GENERAL PROVISIONS

6.1 Incorporation By Reference. The provisions set forth in Section 10.05 (Severability), Section 10.10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial), Section 10.11 (Limited Waiver of Sovereign Immunity) and Section 10.18 (Counterparts) of the APA are incorporated herein by reference and shall be binding on each Party with respect to this Agreement as if fully set forth herein, *mutatis mutandis*.

6.2 Complete Agreement. This Agreement, together with the APA, constitutes the sole and entire agreement between the Parties hereto with respect to the subject matter contained

herein and therein, and supersede all prior and contemporaneous understandings and agreements, both oral and written, with respect to such subject matter.

6.3 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment) or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.3):

If to Consultant:

Hecht Investments LTD
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
Email: [redacted]

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

Akerman LLP
201 E. Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 3330
Attention: Tamara Malvin
Edward Ristaino
Eric Rapkin
E-mail: tamara.malvin@akerman.com
edward.ristaino@akerman.com
eric.rapkin@akerman.com

If to Buyer:

PCI Gaming Authority d/b/a Wind Creek Hospitality
303 Poarch Rd.
Atmore, AL, 36502
Attention: James Dorris
Arthur Mothershed
Lori Stinson
E-mail: [redacted]

[redacted]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001-8602
Attention: Howard L. Ellin
Thaddeus P. Hartmann
Email: Howard.Ellin@skadden.com
Thaddeus.Hartmann@skadden.com

6.4 Notice of Default and Cure Period. Upon any material breach of this Agreement by a Party that is capable of cure, the other Party shall have the right to give the breaching Party notice specifying the nature of such material breach in accordance with Section 6.3. The breaching Party shall have a period of thirty (30) days from the date of receipt of the notice to cure such material breach in a manner that effectively remedies the harm to the non-breaching Party caused by the material breach.

6.5 Headings. The section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

6.6 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each of the Parties.

6.7 Waiver of Breach. No waiver by either of the Consultant or the Company of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either of the Consultant or the Company shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

6.8 Assignment. This Agreement is personal in nature and Consultant shall not, without the written consent of the Company, assign or transfer the Agreement or any of its obligations hereunder, except Consultant may, with notice to Company, assign some or all of its rights to compensation under this Agreement to Consultant's employees or members. In the event of any such assignment, Consultant shall remain liable for all obligations set forth herein.

6.9 No Fiduciary Relationship. The Company hereby acknowledges that Consultant and Consultant's employees and agents are acting solely as consultants. The Company further acknowledges that Consultant and Consultant's employees and agents are acting pursuant to a contractual relationship created solely by this Agreement, and in no event do the Parties intend that Consultant or Consultant's employees and agents act or be responsible as a fiduciary of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians	**Hecht Investments LTD,** a Florida limited partnership By: Hecht Investments, Inc., its General Partner
By:_____ Name:_____ Title:_____	By:_____ Name:_____ Title:_____

WIND CREEK HOSPITALITY

Jay Dorris
President & Chief Executive Officer
303 Poarch Rd.
Atmore, AL, 36502
T: (251) 446-4210
jdorris@windcreekhospitality.com

January 9, 2023

West Flagler Associates, Ltd.
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
Email: ssavin23@gmail.com
alex@bwhcapital.com

Re: Asset Purchase Agreement, dated as of September 20, 2022 (as amended, restated, or otherwise modified from time to time, the "Agreement"), by and between West Flagler Associates, Ltd., a Florida limited partnership ("Seller") and PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("PCIGA").

Dear Sirs:

Pursuant to Sections 2.01 and 2.03 of the Agreement, PCIGA hereby designates Gretna Racing, LLC, a Florida limited liability company and an Affiliate of PCIGA ("Designee"), to, subject to the terms and conditions set forth in the Agreement, at the Closing, (i) purchase from Seller and its Affiliates, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's and/or its Affiliates' right, title and interest in, to and under the Purchased Assets and (ii) assume and agree to pay, perform and discharge when due the Assumed Liabilities (the actions described in the preceding clauses (i) and (ii) are collectively referred to herein as the "Purchase"). Designee, in lieu of PCIGA, shall execute and deliver such Ancillary Documents as are necessary or appropriate to fully effect such designation. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

On October 10, 2022, PCIGA sent Seller a letter designating Wind Creek Miami LLC, a Delaware limited liability company to carry out the Purchase (the "October 10 Letter"). This letter rescinds and replaces the October 10 Letter in its entirety in all respects.

Should you have any questions with respect to the foregoing, please feel free to contact James Dorris, Buyer's President, at jdorris@WindCreek.com.

Sincerely,

PCI Gaming Authority

By: _____
Name: James Dorris
Title: President

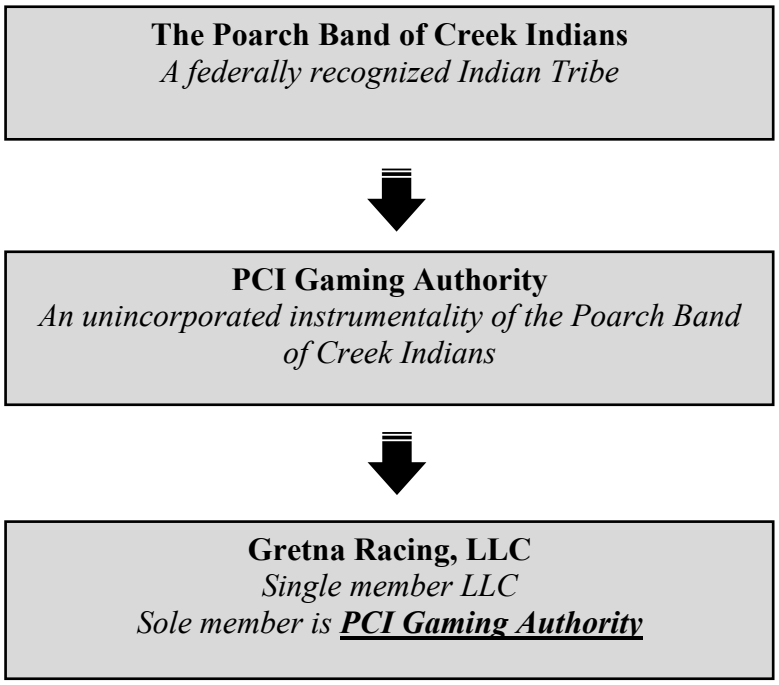
Exhibit 1 – Names and Addresses of Owner and Principals

Ownership Structure

Gretna Racing, LLC ("Gretna") is a Florida limited liability company.

PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians ("PBCI"), a federally recognized Indian Tribe, is the managing member of Gretna and owns 100% of the membership interests in Gretna.

PBCI, through PCI Gaming Authority, owns 100% of the membership interests in Gretna. Under the U.S. Constitution and federal law, PBCI is considered to be a sovereign nation. The gaming assets of PBCI are held by PCI Gaming Authority and the individual Tribal members have no ownership of any of the assets of the Tribe, just as the citizens of the state of Florida do not have ownership of the State's assets. PBCI has adopted its own constitution and legal code. Members of the Tribe elect Tribal Council members and the Tribal Council is the Tribe's legislative body that enacts laws applicable to the Tribe and the property that is held in trust by the U.S. government. None of the employees, officers, directors, or Tribal members of PBCI or PCI Gaming Authority have any ownership in the Tribal assets.



Name and Address of Owner

PCI Gaming Authority
P.O. Box 1027
Atmore, Alabama 36504

Names and Addresses of Principals

Name	Position	Address
Timothy A. Manning	Chairman	8620 Hwy 97A Walnut Hill, FL 32568
James F. Dorris, Jr.	President and CEO	32173 Cinnteal Place Spanish Fort, AL 36527
Brent A Pinkston	COO and Vice President of Operations	49 Speckle Trout Rte. Spanish Fort, AL 36527
Joseph T. Quinn	Vice President and CFO	8750 Pine Run Spanish Fort, AL 36527
Westly L. Woodruff	Board Member	804 West Canal Drive Gulf Shores, AL 36542
Teresa E. Poust	Board Member	2650 Alturas Road Atascadero, CA 93422
Eddie L. Tullis	Board Member	188 Lynn McGhee Drive Atmore, AL 36502

CONFIDENTIAL AND EXEMPT FROM DISCLOSURE PURSUANT TO SECTIONS 119.071(3)(a)2., 688.001 - 688.009, 815.04, & 815.045, FLORIDA STATUTES

WIND CREEK®

MIAMI, FL

SECURITY PLAN

December 2022

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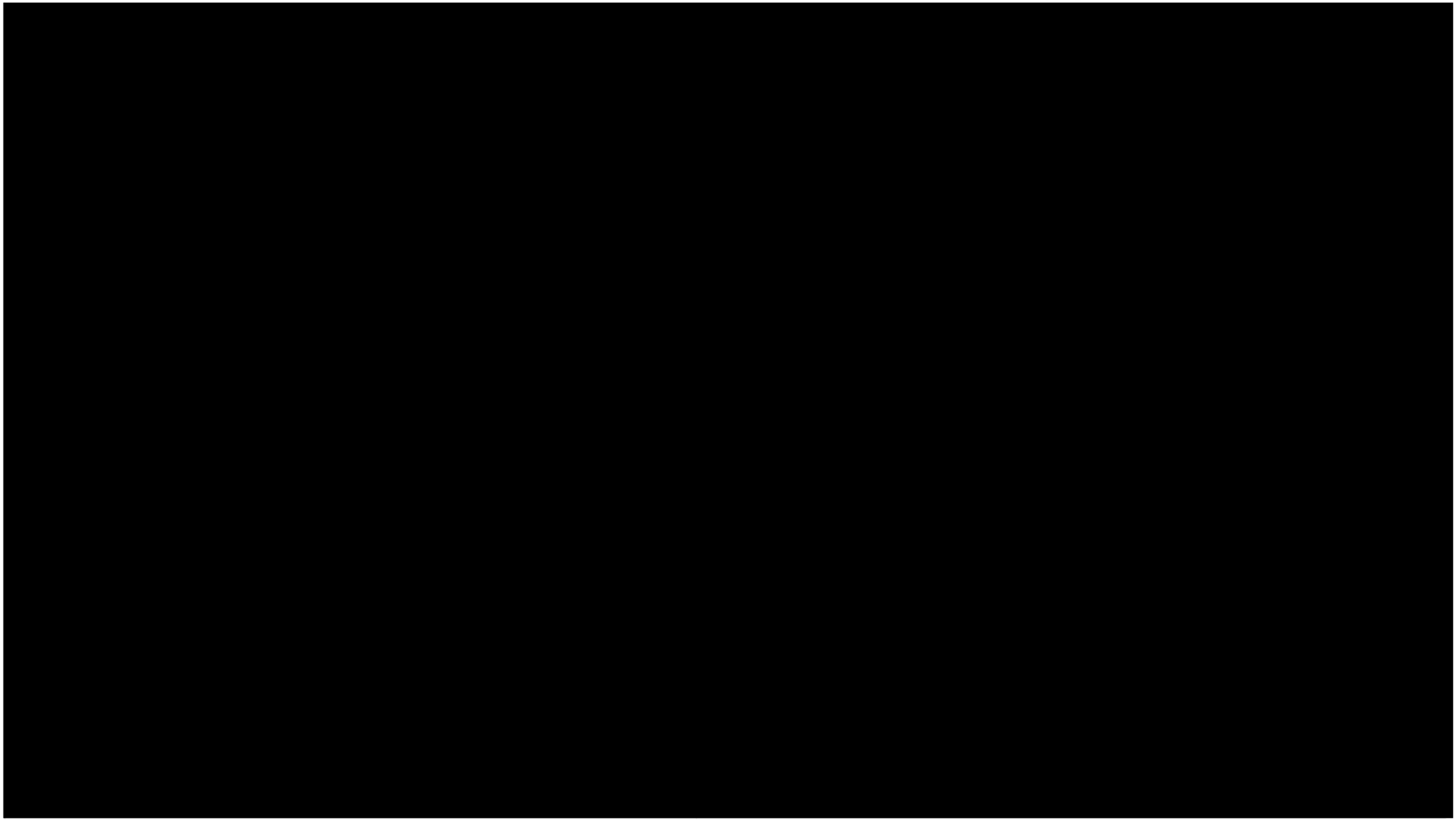
[redacted]

CONFIDENTIAL AND EXEMPT FROM DISCLOSURE PURSUANT TO SECTIONS 119.071(3)(a)2., 688.001 - 688.009, 815.04, & 815.045, FLORIDA STATUTES



THE REDACTED INFOMATION IS CONFIDENTIAL AND EXEMPT FROM DISCLOSURE PURSUANT TO SECTIONS 688.001 - 688.009, 815.04, & 815.045, FLORIDA STATUTES

Exhibit 4 – Source of Financing for Acquisition of Magic City Casino

Gretna Racing, LLC ("Gretna") is a Florida limited liability company wholly owned by PCI Gaming Authority ("PCIGA"), an instrumentality of the Poarch Band of Creek Indians ("Poarch Creek"). Gretna plans to purchase the assets of Magic City Casino ("Magic City") for approximately [redacted] with funds from three sources: (i) a [redacted] cash contribution by PCIGA, (ii) a [redacted] draw on an existing Credit Agreement, and (iii) a [redacted] loan from Poarch Creek to PCIGA, which was funded in December 2022 and will be contributed to and used by Gretna.

The Credit Agreement is provided by Credit Suisse and various other institutional lenders. The Credit Agreement was executed in May 2019 and funded PCIGA's acquisition of the Sands Casino and related properties in Bethlehem, Pennsylvania. To facilitate the purchase of Magic City, various federally-regulated bank lenders will amend the Credit Agreement to increase their revolving commitments to PCIGA by [redacted], resulting in a [redacted] revolving credit facility. PCIGA and Gretna will then use [redacted] of this amount to apply towards the Magic City asset purchase, and it will use the rest of the increased commitment for future business purposes.

PCIGA's obligations under the Credit Agreement are presently guaranteed by its two wholly owned Pennsylvania subsidiaries, Wind Creek Bethlehem ("WCB") and Wind Creek Bethlehem Retail ("WCBR"). Gretna will join WCB and WCBR as a new guarantor under the Credit Agreement. The Credit Agreement is currently secured by all personal property of PCIGA as well as real and personal property of WCB and WCBR. As a new guarantor, Gretna will secure its obligations by pledging all real and personal property acquired as part of the Magic City acquisition.

In addition to the Credit Agreement, principal financing documents include a Security Agreement pledging all personal property of PCIGA and its guarantors and two mortgages granted by WCB and WCBR on the Pennsylvania properties. Upon Gretna's purchase of Magic City, Gretna will join the Security Agreement and will execute a mortgage on the real property.

The revolving commitment under the Credit Agreement is expected to mature in February 2028.

CONFIDENTIAL AND EXEMPT FROM DISCLOSURE PURSUANT TO SECTIONS 119.071(3)(a)2., 688.001 - 688.009, 815.04, & 815.045, FLORIDA STATUTES

WIND CREEK®
MIAMI, FL

SURVEILLANCE PLAN

December 2022

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Exhibit 5 – Gretna Racing, LLC's Interest in Other Florida Pari-mutuel Permits

Permit Number	Facility	Transferee's Interest
150	Pensacola Greyhound Track	The permit is held by Pensacola Greyhound Racing, LLP ("PGR"). PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe, owns 79% of PGR.
542	Creek Entertainment Gretna	The permit is held by Gretna Racing, LLC d/b/a Creek Entertainment Gretna ("CEG"). CEG is wholly owned by PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe.

THE REDACTED INFOMATION IS CONFIDENTIAL AND EXEMPT FROM DISCLOSURE PURSUANT TO SECTIONS 688.001 - 688.009, 815.04, & 815.045, FLORIDA STATUTES

Exhibit 5 – Refinancing of Facility

The financing will not result in the refinancing of the pari-mutuel facility as the pari-mutuel facility is not currently subject to a mortgage or similar encumbrance. However, as indicated in Exhibit 4, the pari-mutuel facility will be used to secure the credit facility. A copy of the mortgage is attached.

Prepared By, Recording Requested By and
When Recorded Mail To:
Latham & Watkins LLP
12670 High Bluff Drive
San Diego, CA 92130
Attn: David G. Rao, Esq.

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING
MADE BY

Gretna Racing, LLC,
as Mortgagor,

to

Credit Suisse AG, Cayman Islands Branch,
in its capacity as Collateral Agent for the benefit of the Secured Parties,
as Mortgagee

****

NOTE TO CLERK: THIS MORTGAGE IS PART OF A MULTI-STATE TRANSACTION ARISING FROM AN OUT-OF-STATE PROMISSORY NOTE SECURED BY REAL PROPERTY LOCATED BOTH WITHIN AND WITHOUT THE STATE OF FLORIDA IN THE AGGREGATE PRINCIPAL AMOUNT OF $_____. IN ACCORDANCE WITH RULE 12B-4.053(31)(C) OF THE FLORIDA ADMINISTRATIVE CODE, THE DOCUMENTARY STAMP TAX IS BASED ON THE PERCENTAGE OF INDEBTEDNESS WHICH THE VALUE OF THE MORTGAGED PROPERTY LOCATED IN FLORIDA BEARS TO THE TOTAL VALUE OF ALL MORTGAGED PROPERTY. THE TOTAL VALUE OF THE FLORIDA MORTGAGED PROPERTY IS $_____ AND THE TOTAL VALUE OF ALL COLLATERAL IS $_____ AND THEREFORE, THE RATIO OF THE VALUE OF THE FLORIDA PROPERTY TO THE VALUE OF THE TOTAL PROPERTY IS $_____%. DOCUMENTARY STAMP TAX ON THE NOTE BASED ON THE MULTI-STATE RATIO IS PAYABLE IN THE AMOUNT OF $_____, AND IS COMPUTED AS FOLLOWS: $_____ (AGGREGATE PRINCIPAL AMOUNT OF NOTE) X _____% (MULTI-STATE RATIO AS DESCRIBED ABOVE) = $_____ (TAXABLE PORTION OF MORTGAGE) x .0035 (DOCUMENTARY STAMP TAX) = $_____.

IN ACCORDANCE WITH SECTION 199.133(2) OF THE FLORIDA STATUTES AND RULE 12C-2.004(2)(B) OF THE FLORIDA ADMINISTRATIVE CODE, THE PERCENTAGE THAT THE FLORIDA REAL PROPERTY BEARS TO ALL COLLATERAL FOR NONRECURRING INTANGIBLE TAX PURPOSES IS _____% (BASED ON THE CALCULATION ABOVE). ACCORDINGLY, INTANGIBLE TAX ON THE NOTE BASED ON THE MULTI-STATE RATIO IS PAYABLE TN THE AMOUNT OF $_____, COMPUTED AS FOLLOWS: $_____ (AGGREGATE PRINCIPAL AMOUNT OF NOTE) X _____% (MULTI-STATE RATIO AS DESCRIBED ABOVE) = $_____ (TAXABLE PORTION OF MORTGAGE) x .002 NON-RECURRING INTANGIBLE TAX) = $_____.

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MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter called "Mortgage") is dated as of _____, 2022, by Gretna Racing, LLC, a Florida limited liability company (together with all successors and assigns of the Mortgaged Property (as hereinafter defined), "Mortgagor"), whose address is 303 Poarch Road, Atmore, Alabama, 36502, to Credit Suisse AG, Cayman Islands Branch ("Mortgagee"), whose address is Eleven Madison Avenue, New York, New York, 10010, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for and on behalf of the Secured Parties.

A. PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians (the "Tribe"), a federally recognized Indian tribe ("Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent, Collateral Agent and the other parties party thereto have, in connection with the execution and delivery of this Mortgage, entered into that certain Credit Agreement, dated as of May 31, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of December 24, 2019, as further amended by that certain Second Amendment to Credit Agreement, dated as of [_____], 2022, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Mortgagor has, or will have, as the case may be, among other things, fully and unconditionally guaranteed the obligations of Borrower under the Credit Agreement and of the Credit Parties (other than the obligations of Mortgagor) under the Secured Credit Swap Contracts and Secured Cash Management Agreements (other than any Excluded Swap Obligations with respect to Mortgagor).

C. Mortgagor will receive substantial benefits from the execution, delivery and performance of the obligations of (i) Borrower under the Credit Agreement and the other Credit Documents and (ii) the Credit Parties under the Secured Credit Swap Contracts and Secured Cash Management Agreements and is, therefore, willing to enter into this Mortgage.

D. Mortgagee has been authorized and directed to enter into this Mortgage pursuant to the Credit Agreement.

E. It is a condition to (i) the obligations of the Lenders to make Loans under the Credit Agreement, (ii) the obligations of the L/C Lenders to issue Letters of Credit under the Credit Agreement, (iii) the obligations of the applicable Swap Providers to provide financial accommodations under the Secured Credit Swap Contracts and (iv) the obligations of the

applicable Cash Management Banks to provide financial accommodations under the Secured Cash Management Agreements that Mortgagor execute and deliver the applicable Credit Documents, including this Mortgage.

F. This Mortgage is made by Mortgagor to Mortgagee for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations (as hereinafter defined).

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agrees as follows:

This Mortgage is given to secure not only existing indebtedness, but also future advances (including obligations arising under future swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) entered into with Mortgagee or any of its affiliates), whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made at any time within twenty (20) years from the date of this Mortgage, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance so secured at one time shall not exceed [redacted] plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate.

DEFINITIONS - Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement. As used in this Mortgage, the following terms have the meanings hereinafter set forth:

"AAA" has the meaning set forth in Section 6.8(b)(i)(B)(3).

"Accounts Receivable" shall have the meaning set forth in Section 9-102 of the UCC for the term "account."

"Action" shall have the meaning set forth in Section 6.8(b)(i)(B).

"Applicable Courts" shall have the meaning set forth in Section 6.8(c)(ii).

(i) "Appurtenant Rights" means all and singular tenements, hereditaments, rights, reversions, remainders, development rights, privileges, benefits, easements (in gross or appurtenant), rights-of-way, licenses, gores or strips of land, streets, ways,

alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever and claims or demands of Mortgagor at law or in equity in any way belonging, benefiting, relating or appertaining to any of the Mortgaged Property encumbered by this Mortgage, or which hereinafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

"Claim" shall have the meaning set forth in Section 6.8(b)(i)(B).

"Event of Default" has the meaning set forth in Section 3.1 hereof.

"Disposition" means the winding up, liquidation or dissolution of Mortgagor's affairs, or the entrance into any transaction of merger or consolidation (other than solely to change the jurisdiction of organization or type of organization (to the extent in compliance with the applicable provisions of the Security Agreement)), or any conveyance, sale, lease or sublease (as lessor or sublessor), transfer or other disposition of substantially all of Mortgagor's business, property or assets.

"FF&E" means all furniture, fixtures, equipment, appurtenances and personal property now or in the future contained in, used in connection with, attached to, or otherwise useful or convenient to the use, operation, or occupancy of, or placed on, but unattached to, any part of any Site or the items described in clause (i) of the definition of Improvements whether or not the same constitutes real property or fixtures in the State of Florida, including all removable window and floor coverings, all furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator and escalator plants, cooking facilities, vacuum cleaning systems, public address and communications systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings, fixtures, and building materials, construction materials, all gaming and financial equipment, computer equipment, calculators, adding machines, gaming tables, video game and slot machines, and any other electronic equipment of every nature used or located on any part of any Site or the items described in clause (i) of the definition of Improvements, together with all venetian blinds, shades, draperies, drapery and curtain rods, brackets, bulbs, cleaning apparatus, mirrors, lamps, ornaments, cooling apparatus and equipment, ranges and ovens, garbage disposals, dishwashers, mantels, and any and all such property which is at any time installed in, affixed to or placed upon any Site or the items described in clause (i) of the definition of Improvements.

"Florida Court" has the meaning set forth in Section 6.8(c)(i).

"Grantee" has the meaning set forth in Section 6.8(b)(i)(B).

"Imposition" means any taxes, assessments, water rates, sewer rates, maintenance charges, other governmental impositions and other charges now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof.

"Improvements" means (i) all the buildings, structures, facilities and improvements of every nature whatsoever now or hereafter situated on the Land or any other real property encumbered hereby; and (ii) all FF&E to the extent the same constitutes real property or fixtures in the State of Florida.

"Insolvent" means with respect to any person or entity, that such person or entity shall be deemed to be insolvent if it shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due and payable and/or if the fair market value of its assets does not exceed its aggregate liabilities. "Insolvency" has a correlative meaning.

"Intangible Collateral" means (i) the rights to use all names and all derivations thereof now or hereafter used by Mortgagor in connection with the Site or Improvements, together with the goodwill associated therewith, and all names, logos, and designs used by Mortgagor, or in connection with the Site or in which Mortgagor has rights, with the exclusive right to use such names, logos and designs wherever they are now or hereafter used in connection with the Site, the Improvements or any other portion of the Mortgaged Property (or in connection with the marketing of the Improvements), and any and all other trade names, trademarks or service marks, whether or not registered, now or hereafter used in the operation of the Improvements, including, without limitation, any interest as a lessee, licensee or franchisee, and, in each case, together with the goodwill associated therewith; (ii) subject to the absolute assignment contained herein, the Rents; (iii) any and all books, records, customer lists, concession agreements, supply or service contracts, licenses, permits, governmental approvals (to the extent such licenses, permits and approvals may be pledged under Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe)), signs, goodwill, casino and hotel credit and charge records, supplier lists, checking accounts, safe deposit boxes (excluding the contents of such deposit boxes owned by persons other than Mortgagor and its subsidiaries), cash, instruments, chattel papers, including inter-company notes and pledges, documents, unearned premiums, deposits, refunds, including but not limited to income tax refunds, prepaid expenses, rebates, tax and insurance escrow and impound accounts, if any, actions and rights in action, and all other claims, including, without limitation, condemnation awards and insurance proceeds, and all other contract rights and general intangibles resulting from or used in connection with or otherwise relating to the operation and occupancy of the Mortgaged Property and the Improvements and in which Mortgagor now or hereafter has rights; and (iv) general intangibles, whether any of the foregoing is now owned or hereafter acquired.

"Land" means the real property situated in Miami-Dade County, Florida, more specifically described in Schedule A attached hereto and incorporated herein by this reference, including any after acquired title thereto.

"Management Activities" has the meaning set forth in Section 6.26.

"Mortgage" means this Mortgage as it may be amended, restated, supplemented or otherwise modified from time to time.

"Mortgaged Property" means all of the property described in Granting Clauses (A) through (N) below, inclusive, and each item of property therein described, provided, however, that such term shall not include the property described in Granting Clause (O) below.

"Permitted Disposition" means any Disposition permitted under the Credit Agreement.

"Permitted Liens" means "Permitted Liens" as defined in the Credit Agreement. Without limiting the generality of the foregoing, the Prior Mortgage Liens that are set forth on Schedule B attached hereto are Permitted Liens.

"Personal Property" has the meaning set forth in Section 1.11 hereof.

"Proceeds" has the meaning assigned to it under the UCC and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance (including, without limitation, property, casualty and title insurance), indemnity, warranty or guaranty payable from time to time with respect to any of the Mortgaged Property; (ii) any and all proceeds in the form of accounts, security deposits, tax escrows (if any), down payments (to the extent the same may be pledged under Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe)), collections, contract rights, documents, instruments, chattel paper, Liens and security instruments, guarantees or general intangibles relating in whole or in part to the Mortgaged Property and all rights and remedies of whatever kind or nature Mortgagor may hold or acquire for the purpose of securing or enforcing any obligation due Mortgagor thereunder; (iii) any and all payments in any form whatsoever made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Mortgaged Property by any Governmental Authority; (iv) subject to the absolute assignment contained herein, the Rents or other benefits arising out of, in connection with or pursuant to any Space Lease of the Mortgaged Property; and (v) any and all other amounts from time to time paid or payable in connection with any of the Mortgaged Property.

"Rents" means all rents, room revenues, income, receipts, issues, profits, revenues and maintenance fees, food and beverage revenues, license and concession fees, proceeds, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), receivables, deposits (including, without limitation, security, utility and other deposits), accounts, cash, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for

the account of or benefit of Mortgagor from the Site, the Improvements, the Space Leases or any property encumbered hereby or any business or other activity conducted by Mortgagor at the Site or the Improvements.

"Secured Obligations" means the "Secured Obligations" as defined in the Security Agreement.

"Security Agreement" means that certain Security Agreement dated as of May 31, 2019 made by Borrower and the Guarantors (as defined therein) in favor of Collateral Agent, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

"Site" means the Land and the Appurtenant Rights related thereto.

"Space Leases" means any and all leases, subleases, lettings, licenses, concessions, operating agreements, management agreements, and all other agreements affecting the Mortgaged Property that Mortgagor has entered into, taken by assignment, taken subject to, or assumed, or has otherwise become bound by, now or in the future, that give any person the right to conduct its business on, or otherwise use, operate or occupy, all or any portion of any Site or Improvements and any leases, agreements or arrangements permitting anyone to enter upon or use any of the Mortgaged Property to extract or remove natural resources of any kind, together with all amendments, extensions, and renewals of the foregoing entered into in compliance with this Mortgage, together with all rental, occupancy, service, maintenance or any other similar agreements pertaining to use or occupation of or the rendering of services at any Site, the Improvements or any part thereof.

"Space Lessee(s)" means any and all tenants, licensees, or other grantees of the Space Leases and any and all guarantors, sureties, endorsers or others having primary or secondary liability with respect to such Space Leases.

"Tangible Collateral" means all FF&E and other personal property, goods, inventory, equipment, supplies, building and other materials of every nature whatsoever and all other tangible personal property constituting a part or portion of the Site or the Improvements and/or used in the operation of the hotels, casinos, restaurants, stores, parking facilities, and all other commercial operations on the Site or Improvements, including, but not limited to, communication systems, visual and electronic surveillance systems and transportation systems and not constituting a part of the real property subject to the real property Lien of this Mortgage and including all property and materials stored therein in which Mortgagor has an interest and all tools, utensils, food and beverage, liquor, uniforms, linens, housekeeping and maintenance supplies, vehicles, fuel, advertising and promotional material, Mortgagor's right, title and interest in blueprints, surveys, plans and other documents relating to the Site or Improvements and all present

and future rights and interests of Mortgagor in and to any casino operator's agreement, license agreement or sublease used in connection with the Site or the Improvements.

"Tribal Forum" has the meaning set forth in Section 6.8(d)(ii).

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the state in which the Site is located; provided, however, that if by reason of mandatory provisions of Law, (a) any or all of the perfection, enforcement or priority of any security interest herein granted is governed by (i) the Uniform Commercial Code as in effect in a jurisdiction other than the state in which the Site is located or (ii) the Secured Transactions Ordinance, or (b) any security interest herein granted cannot be perfected under the Uniform Commercial Code as in effect in the state in which the Site is located, but such security interest may be perfected under (i) the Uniform Commercial Code as in effect in a jurisdiction other than the state in which the Site is located or (ii) the Secured Transactions Ordinance, the term "UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in such other jurisdiction or the Secured Transactions Ordinance as in effect on the date hereof, as applicable, for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

W I T N E S S E T H:

IN CONSIDERATION OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND AS COLLATERAL SECURITY FOR THE PAYMENT AND PERFORMANCE IN FULL WHEN DUE, WHETHER AT STATED MATURITY, BY REQUIRED PREPAYMENT, DECLARATION, ACCELERATION, DEMAND OR OTHERWISE, OF ALL OF THE SECURED OBLIGATIONS, Mortgagor, in consideration of the premises, and for the purposes aforesaid, hereby MORTGAGES, ASSIGNS, GRANTS, BARGAINS, SELLS, CONVEYS, PLEDGES and CONFIRMS TO MORTGAGEE FOR THE BENEFIT OF THE SECURED PARTIES a lien on and security interest in all estate, right, title and interest of Mortgagor of, in and to each of the following, whether now owned or hereinafter acquired from time to time:

(A) The Land;

(B) TOGETHER WITH all the estate, right, title and interest of Mortgagor of, in and to the Improvements;

(C) TOGETHER WITH all Appurtenant Rights;

(D) TOGETHER WITH all the estate, right, title and interest of Mortgagor of, in and to the Tangible Collateral to the extent permitted by, or not prohibited by, Gaming Laws and other Requirements of Law (other than any Gaming Law or other Requirement of Law (except

for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe);

(E) TOGETHER WITH all the right, title and interest of Mortgagor of, in and to the Intangible Collateral to the extent permitted by, or not prohibited by, Gaming Laws and other Requirements of Law (other than any Gaming Law or other Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe);

(F) TOGETHER WITH (i) all the estate, right, title and interest of Mortgagor of, in and to all judgments and decrees, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of any of the property described in Granting Clauses (A), (B), (C), (D) and (E) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in Granting Clauses (A), (B), (C), (D) and (E) hereof or any part thereof, and Mortgagee is (subject to the terms hereof) hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittance therefor, and (subject to the terms hereof) to apply the same toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; (ii) all proceeds of any sales or other dispositions of the property or rights described in Granting Clauses (A), (B), (C), (D) and (E) hereof or any part thereof whether voluntary or involuntary, provided, however, that the foregoing shall not be deemed to permit such sales, transfers, or other dispositions except as specifically permitted herein; and (iii) whether arising from any voluntary or involuntary disposition of the property described in Granting Clauses (A), (B), (C), (D) and (E), all Proceeds, products, replacements, additions, substitutions, renewals and accessions, remainders, reversions and after-acquired interest in, of and to such property;

(G) TOGETHER WITH, and subject to Section 1.12 below, the absolute assignment of any Space Leases or any part thereof that Mortgagor has entered into, taken by assignment, taken subject to, or assumed, or has otherwise become bound by, now or in the future, together with all of the following (including all "Cash Collateral" within the meaning of the Bankruptcy Code) arising from the Space Leases: (i) Rents (subject, however, to the aforesaid absolute assignment to Mortgagee and the conditional permission hereinbelow given to Mortgagor to collect the Rents); (ii) all guarantees, letters of credit, security deposits, collateral, cash deposits, and other credit enhancement documents, arrangements and other measures with respect to the Space Leases; (iii) all of Mortgagor's right, title, and interest under the Space Leases, including the following: (a) the right to receive and collect the Rents from the lessee, sublessee or licensee, or their successor(s), under any Space Lease(s); and (b) the right to enforce against any tenants thereunder and otherwise any and all remedies under the Space Leases, including Mortgagor's right to evict from possession any tenant thereunder or to retain, apply, use, draw upon, pursue, enforce or realize upon any guaranty of any Space Lease; to terminate, modify, or amend the Space Leases; to obtain possession of, use, or occupy, any of the real or personal property subject to the Space Leases; and to enforce or exercise, whether at law or in equity or by any other means, all

provisions of the Space Leases and all obligations of the tenants thereunder based upon (1) any breach by such tenant under the applicable Space Lease (including any claim that Mortgagor may have by reason of a termination, rejection, or disaffirmance of such Space Lease pursuant to the Bankruptcy Code); and (2) the use and occupancy of the premises demised, whether or not pursuant to the applicable Space Lease (including any claim for use and occupancy arising under landlord-tenant law of the State of Florida or the Bankruptcy Code). Mortgagee hereby confers upon Mortgagor a license ("License") to collect and use the Rents as they become due and payable so long as no Event of Default has occurred and is continuing. Upon the occurrence and during the continuance of an Event of Default, the License hereby granted to Mortgagor to collect the Rents shall automatically terminate, but such License shall be reinstated upon a cure or waiver of such Event of Default (to the extent such cure or waiver is permitted by the terms of the Credit Documents). Mortgagee shall have the right, at any time and from time to time, to notify any Space Lessee of the rights of Mortgagee as provided by this section;

Notwithstanding anything to the contrary contained herein, the foregoing provisions of this Paragraph (G) shall not constitute an assignment for purposes of security but shall constitute an absolute and present assignment of the Rents to Mortgagee, subject, however, to the conditional license given to Mortgagor to collect and use the Rents as hereinabove provided; and the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor;

(H) TOGETHER WITH all of Mortgagor's right, title and interest in and to any and all maps, plans, specifications, surveys, studies, tests, reports, data and drawings relating to the development of the Site or the Improvements;

(I) TOGETHER WITH, to the extent permitted by Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), all of Mortgagor's right, title, and interest in and to any and all zoning rights, air rights, development rights, licenses, permits, variances, special permits, franchises, certificates, rulings, certifications, validations, exemptions, filings, registrations, authorizations, consents, approvals, waivers, orders, rights and agreements (including, without limitation, options, option rights, contract rights now or hereafter obtained by Mortgagor from any Governmental Authority having or claiming jurisdiction over the Land, the FF&E, or any other element of the Mortgaged Property or providing access thereto, or the operation of any business on, at, or from the Site (except for (i) any Gaming Licenses and other registrations, licenses, findings of suitability or approvals issued by the Gaming Authorities or (ii) any other liquor or gaming licenses, in each case, in which a security interest may not be granted under Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe) or which are non-assignable);

(J) TOGETHER WITH all the right, title and interest of Mortgagor of, in and to oil and gas and other mineral rights, if any, in or pertaining to any Site and all royalty, leasehold and other rights of Mortgagor pertaining thereto;

(K) TOGETHER WITH any and all monies and other property, real or personal, which may from time to time be subjected to the Lien hereof by Mortgagor or by anyone on its behalf or with its consent, or which may come into the possession or be subject to the control of Mortgagee pursuant to this Mortgage or the other Credit Documents, including, without limitation, any Protective Advances (as defined in Section 4.2 hereof) under this Mortgage; and all of Mortgagor's right, title, and interest in and to all extensions, improvements, betterments, renewals, substitutes for and replacements of, and all additions, accessions, and appurtenances to, any of the foregoing that Mortgagor may subsequently acquire or obtain by any means, or construct, assemble, or otherwise place on any of the Mortgaged Property, and all conversions of any of the foregoing; it being the intention of Mortgagor that all property hereafter acquired by Mortgagor and required by the Credit Documents or this Mortgage to be subject to the Lien of this Mortgage or intended so to be shall forthwith upon the acquisition thereof by Mortgagor be subject to the Lien of this Mortgage as if such property were now owned by Mortgagor and were specifically described in this Mortgage and granted hereby or pursuant hereto, and Mortgagee is hereby authorized, to receive any and all such property as and for additional security for the Secured Obligations;

(L) TOGETHER WITH, to the extent permitted by Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), any and all Accounts Receivable and all royalties, earnings, income, proceeds, products, rents, revenues, reversions, remainders, issues, profits, avails, production payments, and other benefits directly or indirectly derived or otherwise arising from any of the foregoing, all of which are hereby assigned to Mortgagee, who, upon the occurrence and during the continuation of an Event of Default, is authorized to collect and receive the same, to give receipts and acquittances therefor and to apply the same to the Secured Obligations, whether or not then due and payable (it being agreed that so long as no Event of Default is then-continuing, Mortgagor shall be entitled to the use and enjoyment of, and to exercise all such rights, remedies, privileges and benefits with respect to, said collateral);

(M) TOGETHER WITH Proceeds of the foregoing property described in Granting Clauses (A) through (L), inclusive (including any Proceeds derived from, or in connection with, any disposition of all or any portion of any of the foregoing property that may be excluded from Granting Clauses (A) through (L) by reason of applicable Gaming Laws or Requirements of Law (other than any Gaming Law or Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe));

(N) TOGETHER WITH Mortgagor's rights further to assign, sell, lease, encumber or otherwise transfer or dispose of the property described in Granting Clauses (A)

through (M) inclusive, above, for debt or otherwise, subject, however, to Mortgagor's right to make Permitted Dispositions;

(O) EXPRESSLY EXCLUDING, HOWEVER, the Excluded Assets; provided, however, that the Proceeds of the Excluded Assets shall not be so excluded and shall be a part of the Mortgaged Property unless such Proceeds independently constitute Excluded Assets.

Mortgagor shall warrant and forever defend the Lien and security interest of this Mortgage against all and every person or persons lawfully or otherwise claiming or to claim the whole or any part of the Mortgaged Property, except for Permitted Liens. Mortgagor agrees that any greater title to the Mortgaged Property hereafter acquired by Mortgagor during the term hereof shall be automatically subject hereto.

ARTICLE I

Covenants of Mortgagor

Mortgagee and the Secured Parties have been induced to enter into the Credit Documents and to make advances of loans thereunder on the basis of the following material covenants, all agreed to by Mortgagor:

1.1 Performance of Credit Documents. Mortgagor shall perform, observe and comply with each and every provision hereof, and with each and every provision contained in the Credit Documents to be performed, observed and complied with by it and shall promptly pay to Mortgagee, when payment shall become due, the principal with interest thereon and all other sums required to be paid by Mortgagor under this Mortgage and the other Credit Documents to which it is a party.

1.2 General Representations, Covenants and Warranties. Mortgagor represents, covenants and warrants that Mortgagor has good and marketable title to an indefeasible fee estate or a valid leasehold interest, as applicable, in the Site, free and clear of all encumbrances except Permitted Liens, and that it has the right to hold, occupy and enjoy its interest in the Mortgaged Property, and has good right, full power and lawful authority to subject the Mortgaged Property to the Lien of this Mortgage and pledge the same as provided herein.

1.3 Compliance with Requirements of Law. Mortgagor shall comply with all Requirements of Law as required under Section 9.01(b) of the Credit Agreement.

1.4 Taxes. Except as otherwise permitted by Section 9.03 of the Credit Agreement, Mortgagor shall pay prior to delinquency all Impositions which are (or if not paid, may become) a Lien on all or part of the Mortgaged Property or any interest in it, except for

Permitted Liens. This Section 1.4 is subject to the right granted in Section 9.03 of the Credit Agreement to contest in good faith certain Impositions.

1.5 Insurance. (a) Mortgagor shall maintain insurance with respect to the Mortgaged Property in accordance with Section 9.02 of the Credit Agreement.

(b) Handling of Proceeds. All Proceeds from any insurance policies shall be collected, held, handled and disbursed in accordance with the provisions of the Credit Agreement.

1.6 Condemnation. Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own name or, upon the occurrence and during the continuance of an Event of Default, Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to take any such action in Mortgagor's name pursuant to Mortgagee's rights hereunder. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property or any portion thereof, Mortgagor shall notify Mortgagee of the pendency of such proceedings. Mortgagor from time to time shall execute and deliver to Mortgagee all instruments requested by it to permit such participation; provided, however, that such instruments shall be deemed as supplemental to the foregoing grant of permission to Mortgagee, and unless otherwise required, the foregoing permission shall, without more, be deemed sufficient to permit Mortgagee to participate in such proceedings on behalf of Mortgagor. All such compensation awards, damages, claims, rights of action and Proceeds, and any other payments or relief, and the right thereto, are, whether paid to Mortgagee or Mortgagor or a third party trustee, included in the Mortgaged Property. Mortgagee, after deducting therefrom all its expenses, including reasonable attorneys' fees and expenses (in each case subject to Section 6.14), shall apply all Proceeds paid directly to it in accordance with the provisions of the Credit Agreement.

1.7 Limitations on Liens, Transfer Restrictions. (a) Except for Permitted Liens, Mortgagor may not, without the prior written consent of Mortgagee, permit to exist or grant any Lien on all or any part of the Mortgaged Property or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by, or not prohibited by, the Credit Agreement, Mortgagor may not, without the prior written consent of Mortgagee, sell, convey, assign, lease or otherwise transfer all or any part of the Mortgaged Property.

1.8 Care of Mortgaged Property. Mortgagor shall at all times maintain and preserve the Mortgaged Property in good repair, working order and condition (ordinary wear and tear and casualty and force majeure excepted) except where the failure to do so individually or in the aggregate would not reasonably be expected to result in a Material Adverse Effect.

1.9 Partial Releases of Mortgaged Property. (a) Mortgagor may from time to time make one or more Permitted Dispositions of all or a portion of the Mortgaged Property, in each instance free and clear of the Lien of this Mortgage. In each such case, Mortgagee shall, at the sole cost and expense of Mortgagor, promptly execute and deliver any instruments, and take such actions, as may be necessary or appropriate to effectuate or confirm that any such Permitted Disposition is being made free from the Lien of this Mortgage, provided, however, that Mortgagee shall execute a lien release, authorization and request for partial reconveyance or subordination agreement, as appropriate, with respect to any Permitted Disposition only if:

(i) Such Permitted Disposition is not prohibited by the Credit Documents and all conditions precedent contained in the Credit Documents for such Permitted Disposition, if any, shall have been satisfied; and

(ii) Mortgagee shall have received a counterpart of the instrument pursuant to which such Permitted Disposition is to be made, and each instrument which Mortgagee is requested to execute in order to effectuate or confirm that such Permitted Disposition is being made free from the Lien of this Mortgage.

(b) Any consideration received for a transfer to any person empowered to exercise the right of eminent domain shall be subject to Section 1.6 hereof.

1.10 Further Assurances. (a) At its sole cost and without expense to Mortgagee, and subject in all events to compliance with the Gaming Laws and other applicable Requirements of Law, Mortgagor shall do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances, notices, requests for notices, financing statements, continuation statements, certificates, assignments, notices of assignments, agreements, instruments and further assurances, and shall mark any chattel paper, deliver any chattel paper or instruments to Mortgagee and take any other actions that are necessary, prudent, or reasonably requested by Mortgagee to perfect or continue the perfection and first priority of Mortgagee's security interest in the Mortgaged Property, to protect the Mortgaged Property against the rights, claims, or interests of third persons other than holders of Permitted Liens or to effect the purposes of this Mortgage including the security agreement and the absolute assignment of Rents contained herein, or for the filing, registering or recording thereof.

(b) Mortgagor shall forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, cause this Mortgage and each instrument of further assurance to be filed, indexed, registered, recorded, given or delivered in such manner and in such places as may be required by any present or future Law in order to publish notice of and fully to protect the Lien hereof upon, and the title of Mortgagee to, the Mortgaged Property.

1.11 Security Agreement and Financing Statements. Mortgagor (as debtor) hereby grants to Mortgagee for the benefit of the Secured Parties, in order to secure the Secured

Obligations, a present and future security interest in all Tangible Collateral, Intangible Collateral, the items described in clause (ii) of the definition of Improvements, all other personal property now or hereafter owned or leased by Mortgagor or in which Mortgagor has or will have any interest, to the extent that such property constitutes a part of the Mortgaged Property (whether or not such items are stored on the premises or elsewhere), Proceeds of the foregoing and all products, substitutions, and accessions therefor and thereto, subject to Mortgagee's rights to treat such property as real property as herein provided (collectively, the "Personal Property"); provided, however, that no security interest shall be granted in the Excluded Assets and the term Personal Property shall not include the Excluded Assets, provided, however that the Proceeds of the Excluded Assets shall not be so excluded and shall constitute Personal Property subject to the Lien hereof, unless such Proceeds independently constitute Excluded Assets. Mortgagor shall execute and/or deliver any and all documents and writings, including, without limitation, financing statements pursuant to the UCC, as may be necessary or prudent to preserve and maintain the perfection or priority of the security interest granted hereby on property which may be deemed subject to the foregoing security agreement or as Mortgagee may reasonably request, and shall pay to Mortgagee on demand any reasonable expenses incurred by Mortgagee in connection with the preparation, execution and filing of any such documents, in each case subject to Section 6.14. Mortgagor hereby authorizes and empowers Mortgagee to file, on Mortgagor's behalf, all financing statements (including "all-asset" financing statements) and refiling and continuations thereof as advisable to create, preserve and protect said security interest. Mortgagor approves and ratifies any filing or recording of records made by or on behalf of Mortgagee in connection with the perfection of the security interest in favor of Mortgagee hereunder. This Mortgage constitutes both a real property mortgage and a "security agreement," within the meaning of the UCC, and the Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor by executing and delivering this Mortgage has granted to Mortgagee for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in the Mortgaged Property.

(a) Relationship to Security Agreement. Mortgagor has entered into the Security Agreement with Mortgagee with respect to Personal Property. The terms of the Security Agreement shall, with respect to Personal Property and the security interest granted therein, supplement the terms of this Mortgage. With respect to Personal Property only, if and to the extent of any conflict with the terms of this Mortgage and the terms of the Security Agreement, the terms of the Security Agreement shall, to the extent enforceable, control. Nothing, however, in this Section 1.11(a) shall be deemed or construed to impair the rights of Mortgagee to conduct one or more Mortgagee's sales at which real property and Personal Property are sold together pursuant to the laws applicable to the sale of real property. With respect to fixtures, Mortgagee may elect to treat same as either real property or Personal Property and proceed to exercise such rights and remedies applicable to the categorization so chosen. Mortgagee may proceed against the items of real property and any items of Personal Property separately or together in any order whatsoever,

without in any way affecting or waiving Mortgagee's rights and remedies under the UCC or its rights and remedies provided under this Mortgage.

(b) Fixture Filing. Subject to Section 6.27, without in any way limiting the generality of the immediately preceding paragraph or of the definition of the Mortgaged Property, this Mortgage constitutes a fixture filing under the Uniform Commercial Code – Secured Transactions as adopted by the State of Florida pursuant to F.S. 679.334 with respect to goods that are or are to become fixtures related to the Land. For such purposes, (i) the "debtor" is Mortgagor and its address is the address given for it in the initial paragraph of this Mortgage; (ii) the "secured party" is Mortgagee, and its address for the purpose of obtaining information is the address given for it in the initial paragraph of this Mortgage; (iii) the real estate to which the fixtures are or are to become attached is Mortgagor's interest in the Land; and (iv) the record owner of such real estate or interests therein is Mortgagor. The Mortgagor is a Florida limited liability company whose identification number is [_____].

(c) Remedies. This Mortgage shall be deemed a security agreement as defined in the UCC and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall include any or all of (i) those prescribed herein; (ii) those available under applicable Law; and (iii) those available under the UCC, all at Mortgagee's sole election. In addition, a photographic or other reproduction of this Mortgage shall be sufficient as a financing statement for filing wherever filing may be necessary to perfect or continue the security interest granted herein.

(d) Derogation of Real Property. It is the intention of the parties that the filing of a financing statement pursuant to the terms of the Security Agreement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing the express declaration and intention of the parties hereto as hereinabove stated that everything used in connection with the production of income from the Mortgaged Property and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable (except as set forth in Section 4.4(e)), shall be regarded as part of the real property encumbered by this Mortgage irrespective of whether (i) any such item is physically attached to the Improvements; (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Mortgagee; or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. It is the intention of the parties that the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy; or (2) any award in eminent domain proceedings for a taking or for loss of value; or (3) Mortgagor's interest as lessor in any present or future Space Lease or rights to Rents, shall never be construed as in any way altering any of the rights of Mortgagee as determined by this Mortgage or impugning the priority of Mortgagee's real property Lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of Mortgagee in the event any court or judge shall at any time hold with respect to the

matters set forth in the foregoing clauses (1), (2) and (3) that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including, but not limited to, the federal government and any subdivisions or entity of the federal government, must be filed in the UCC records.

1.12 Assignment of Leases and Rents. The assignment of Leases and Rents set out above in Granting Clause (G) shall constitute an absolute and present assignment to Mortgagee, subject to the License herein given to Mortgagor to collect the Rents, and shall be fully operative without any further action on the part of any party, and specifically Mortgagee shall be entitled upon the occurrence and during the continuance of an Event of Default hereunder to all Rents and to enter upon the Site and the Improvements to collect such Rents, provided, however, that Mortgagee shall not be obligated to take possession of the Mortgaged Property, or any portion thereof. Mortgagee shall apply all Rents collected pursuant to this Section 1.12 in accordance with Section 4.12. The absolute assignment contained in Granting Clause (G) shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such Space Lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property or any part thereof).

1.13 Expenses. (a) Mortgagor shall pay when due and payable all reasonable out-of-pocket costs and expenses, including, without limitation, appraisal fees, recording fees, taxes, abstract fees, title policy fees, escrow fees, attorneys' and paralegal fees and expenses, travel expenses, fees for inspecting architect(s) and engineer(s) and all other costs and expenses of every character which may hereafter be incurred by Mortgagee or any assignee of Mortgagee in connection with the enforcement of any Credit Document, in each case subject to Section 6.14; and

(b) Mortgagor shall, upon demand by Mortgagee, reimburse Mortgagee or any assignee of Mortgagee for all such reasonable out-of-pocket costs and expenses referred to in Section 1.13(a) above, in each case subject to Section 6.14.

1.14 Mortgagee's Cure of Mortgagor's Default. If Mortgagor defaults hereunder in the payment of any tax, assessment, Lien, encumbrance or other Imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term of this Mortgage or any Credit Document to which it is a party, so long as an Event of Default has occurred and is then continuing, Mortgagee may, but is not obligated to, in order to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and reasonable costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable promptly following written request therefor. Subject to Section 6.14, the amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate, from the date incurred until

paid by Mortgagor, shall constitute Secured Obligations and be secured by this Mortgage. So long as an Event of Default has occurred and is then continuing, and to the extent permitted under applicable Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), Mortgagee is hereby empowered to enter and to authorize others to enter upon the Site or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor. No exercise of any rights under this Section 1.14 by Mortgagee shall cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

1.15 Defense of Actions. Mortgagor shall appear in and defend any action or proceeding affecting or purporting to negatively affect the security hereof or the rights or powers of Mortgagee, and, subject to Section 6.14, shall pay all reasonable out-of-pocket costs and expenses, including cost of title search and insurance or other evidence of title, preparation of survey, and reasonable attorneys' fees and expenses in any such action or proceeding in which Mortgagee may appear or may be joined as a party and in any suit brought by Mortgagee based upon or in connection with this Mortgage or any Credit Document to which Mortgagor is a party. Nothing contained in this Section shall, however, limit the right of Mortgagee to appear in such action or proceeding with counsel of its own choice, either on its own behalf or on behalf of Mortgagor.

ARTICLE II

Credit Agreement Provisions

2.1 Other Collateral. This Mortgage is one of a number of security agreements delivered by or on behalf of Mortgagor and other Persons pursuant to the Credit Documents to secure the Secured Obligations. All potential junior Lien claimants are placed on notice that, under any of the Credit Documents, other collateral for the Secured Obligations (i.e., collateral other than the Mortgaged Property) may, under certain circumstances, be released without a corresponding reduction in the total indebtedness secured by this Mortgage. Such a release would decrease the amount of collateral securing the same indebtedness, thereby increasing the burden on the Mortgaged Property created and continued by this Mortgage. No such release shall impair the priority of the Lien of this Mortgage. By accepting its interest in the Mortgaged Property after the date hereof, each and every junior Lien claimant shall be deemed to have acknowledged the possibility of, and consented to, any such release. Nothing in this paragraph shall impose any obligation upon Mortgagee.

2.2 Revolving Credit Facility/Future Advances. (a) The Credit Agreement contains a revolving credit facility which permits Borrower to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously repaid, all

upon satisfaction of certain conditions stated in the Credit Agreement. In addition to the other loans and advances under the Credit Agreement, this Mortgage secures all advances and readvances under the revolving credit feature of the Credit Agreement.

(b) This Mortgage is granted to secure the payment of all loans and advances made pursuant to the terms and provisions of the Credit Agreement, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of the Lenders (but not advances or loans made more than twenty (20) years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advance is made. The Lien of this Mortgage shall be valid as to all Secured Obligations, from the time of its filing of record in the real estate records of Miami-Dade County, Florida.

(c) Notwithstanding anything to the contrary contained herein, the maximum principal amount secured by this Mortgage at any one time shall be equal to [redacted], plus accrued and unpaid interest, and advances and other extensions of credit secured by this Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Mortgaged Property or the Lien of this Mortgage, and expenses incurred by Mortgagee by reason of an Event of Default by Mortgagor under this Mortgage.

ARTICLE III

Defaults

3.1 Event of Default. The term "Event of Default," wherever used in this Mortgage, shall mean any of one or more of the Events of Default under (and as defined in) the Credit Agreement. Without limiting the foregoing, and any other provision hereof to the contrary notwithstanding, Collateral Agent or Mortgagee shall be entitled to cause a Notice of Breach and Election to Sell pursuant to Section 4.4 to be recorded and mailed if any Event of Default occurs and is continuing and the recording and mailing to Borrower of the Notice of Breach and Election to Sell shall constitute notice of a failure to perform pursuant to the Credit Documents.

ARTICLE IV

Remedies

4.1 Acceleration of Maturity. If an Event of Default occurs and at such time is continuing, Mortgagee may (except that such acceleration shall be automatic upon the occurrence of any event described in Section 11.01(g) or (h) of the Credit Agreement or actual or deemed

entry of an order for relief with respect to Mortgagor or Borrower under the Bankruptcy Code), in accordance with the Credit Documents, declare the Secured Obligations, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, presentment, notice or other requirements of any kind (all of which Mortgagor waives) notwithstanding anything in this Mortgage or any other Credit Document or Requirements of Law to the contrary.

4.2 Protective Advances. If Mortgagor fails to make any payment or perform any other obligation under the Credit Documents to which it is a party, then without thereby limiting Mortgagee's other rights or remedies, waiving or releasing any of Mortgagor's obligations, or imposing any obligation on Mortgagee, Mortgagee may either advance any amount owing or perform any or all actions that Mortgagee considers necessary or appropriate to cure such default. All such advances, and any costs incurred by Mortgagee in connection with such payment or performance, shall constitute "Protective Advances" and shall bear interest thereon at the Default Rate from the date incurred until paid by Mortgagor. No sums advanced or performance rendered by Mortgagee shall cure, or be deemed a waiver of any Event of Default. All funds advanced and/or costs incurred pursuant to this Section 4.2 or any other provision of this Mortgage for the performance of any obligation of Mortgagor or to protect Mortgagee's security shall be deemed obligatory advances regardless of the Person to whom such funds are advanced and, together with interest thereon, as aforesaid, shall constitute Secured Obligations.

4.3 Institution of Equity Proceedings. If an Event of Default occurs and at such time is continuing and to the extent permitted under applicable law, Mortgagee may institute an action, suit or proceeding in equity for specific performance of this Mortgage, the Notes or any other Credit Document, all of which shall be specifically enforceable by injunction or other equitable remedy. Mortgagor waives any defense based on laches or any applicable statute of limitations.

4.4 Mortgagee's Power of Enforcement. (a) If an Event of Default has occurred and at such time is continuing, Mortgagee shall be entitled, at its option and in its sole and absolute discretion to either file and consummate a judicial foreclosure in accordance with F.S. Chapter 702 or in accordance with any present or future laws prepare and record on its own behalf, a written notice of breach or default and election to sell or other statutory notice including any affidavit, if required by law to cause the Mortgaged Property to be sold to satisfy the Secured Obligations (a "Notice of Breach and Election to Sell").

(b) After the lapse of such time as may then be required by law following the recordation of said Notice of Breach and Election to Sell, and notice of sale having been given as then required by Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), including compliance with any applicable Gaming Laws (other than any Gaming Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe),

Mortgagee without demand on Mortgagor, shall sell the Mortgaged Property or any portion thereof at the time and place fixed by it in said notice, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder of cash in lawful money of the United States, payable at the time of sale. Mortgagee may, for any cause it deems expedient, but subject to any applicable Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), postpone the sale of all or any portion of said property until it shall be completed and, in every case, notice of postponement shall be given by public announcement thereof at the time and place last appointed for the sale and from time to time thereafter Mortgagee may postpone such sale by public announcement at the time fixed by the preceding postponement. Mortgagee shall execute and deliver to the purchaser its deed, assignment of lease or other instrument conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in such instrument of conveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. Subject to any applicable Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), any person, including Mortgagee, may bid at the sale.

(c) Mortgagee shall apply the proceeds of such sale in accordance with Section 4.12 hereof.

(d) If any Event of Default occurs and is continuing, Mortgagee may, either with or without entry or taking possession of the Mortgaged Property, and without regard to whether or not the indebtedness and other sums secured hereby shall be due and without prejudice to the right of Mortgagee thereafter to bring an action or proceeding to foreclose or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (i) to enforce payment of any of the Secured Obligations to the extent permitted by law, or the performance of any term hereof or any other right; (ii) to foreclose this Mortgage in any manner provided by law for the foreclosure of mortgages or deeds of trust on real property and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property or any portion thereof pursuant to the laws of the State of Florida or under the judgment or decree of a court or courts of competent jurisdiction (including, without limitation, the Applicable Courts), and Mortgagee shall be entitled to recover all costs and expenses incident thereto, including reasonable attorneys' fees and expenses; (iii) to exercise any or all of the rights and remedies available to it under the Credit Documents; and (iv) to pursue any other remedy available to it. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Mortgagee may determine.

(e) The remedies described in this Section 4.4 may be exercised with respect to all or any portion of the Personal Property, either simultaneously with the sale of any real property encumbered hereby or independent thereof. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall at any time be permitted to proceed with respect to all or any portion of the Personal Property in any manner permitted by the UCC. Without limiting the

foregoing, Mortgagee may require Mortgagor to assemble the Personal Property and make it available to Mortgagee at a place to be designated by Mortgagee. Mortgagor agrees that Mortgagee's inclusion of all or any portion of the Personal Property (and all personal property that is subject to a security interest in favor, or for the benefit, of Mortgagee) in a sale or other remedy exercised with respect to the real property encumbered hereby, as permitted by the UCC, is a commercially reasonable disposition of such property.

4.5 Mortgagee's Right to Enter and Take Possession and to Operate and Apply Income. (a) If an Event of Default occurs and is continuing, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession and, if and to the extent permitted by Florida law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Mortgaged Property, without liability for trespass, damages or otherwise, and may exclude Mortgagor and its agents and employees wholly therefrom and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of such property to Mortgagee and Mortgagor hereby specifically consents to the entry of such judgment or decree. Mortgagor shall pay to Mortgagee, upon demand, all reasonable costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, Mortgagee's attorneys and agents, and all such costs, expenses and compensation shall, until paid, be Secured Obligations under this Mortgage, in each case subject to Section 6.14.

(c) Upon every such entering upon or taking of possession, after the occurrence and during the continuance of an Event of Default, to the extent permitted by Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time in its sole and absolute discretion and without being under any duty to so act:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and, subject to the absolute assignment of the Leases and Rents to Mortgagee, Mortgagee may collect and receive all the Rents, including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee in such priority as Mortgagee may determine to (A) the payment of interest and principal due and payable on the Notes, the other Credit Documents or any other instrument or agreement evidencing the Secured Obligations, (B) the deposits for taxes and assessments and insurance premiums due, (C) the cost of insurance, taxes, assessments and other proper charges upon the Mortgaged Property or any part thereof; (D) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee; and (E) any other charges or costs required to be paid by Mortgagor under the terms hereof; and

(v) rent or sublet the Mortgaged Property or any portion thereof for any purpose permitted by this Mortgage.

Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor when all that is due upon such interest and principal, tax and insurance deposits, and all amounts under any of the terms of the Credit Agreement, this Mortgage or any other Credit Document, shall have been Paid in Full and all Events of Default have been cured, waived or rescinded. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

4.6 Leases. If an Event of Default occurs and is continuing, Mortgagee is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights shall not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property, or any portion thereof.

4.7 Purchase by Mortgagee. Upon any foreclosure sale (whether judicial or nonjudicial), Mortgagee may bid for and purchase the property subject to such sale and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

4.8 Waiver of Appraisement, Valuation, Stay, Extension, Redemption Laws and Marshalling. Mortgagor agrees to the full extent permitted by law that if an Event of Default occurs and is continuing, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or

foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or any portion thereof or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and Mortgagor for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the Lien hereof and agrees that Mortgagee or any Applicable Court or other court having jurisdiction to foreclose such Lien may sell the Mortgaged Property in part or as an entirety.

4.9 Receiver. If an Event of Default occurs and is continuing, Mortgagee, without regard to the value, adequacy or occupancy of the security for the Secured Obligations, shall be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of the Mortgaged Property (other than any portion of the Mortgaged Property regulated by IGRA) and to collect all Rents and apply the same as a court may direct, and such receiver may be appointed by any Applicable Court or other court of competent jurisdiction upon application by Mortgagee. Mortgagee may have a receiver appointed without notice to Mortgagor or any third party, and Mortgagee may waive any requirement that the receiver post a bond. Mortgagee shall have the power to designate and select the Person who shall serve as the receiver and to negotiate all terms and conditions under which such receiver shall serve. Any receiver appointed may be an Affiliate of Mortgagee. The expenses, including receiver's fees, attorneys' fees and expenses, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage, in each case subject to Section 6.14. Mortgagee shall be liable to account only for such Rents (including, without limitation, security deposits) actually received by Mortgagee, whether received pursuant to this Section or any other provision hereof. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits, or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to, Mortgagee.

4.10 Suits to Protect the Mortgaged Property. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee, in its sole and absolute discretion, may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, or (c) to restrain the enforcement of or compliance with any legislation or other Requirement of Law that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

4.11 Proofs of Claim. In the case of any receivership, proceeding commenced in a federal, state or tribal court or other court of competent jurisdiction under the Bankruptcy Code or any other Debtor Relief Law, reorganization, arrangement, adjustment, composition or other judicial proceedings commenced under any Debtor Relief Law affecting Mortgagor, or, to the extent the same would result in an Event of Default hereunder, any Restricted Subsidiary (other than Mortgagor), or any guarantor, co-maker or endorser of any of Mortgagor's obligations, its

creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim or other documents as it may deem to be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor under the Notes or any other Credit Document, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

4.12 Mortgagor to Pay the Secured Obligations on Any Default in Payment; Application of Monies by Mortgagee. (a) To the extent permitted by Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), in case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Mortgagee shall be entitled to enforce payment from Mortgagor of any additional amounts then remaining due and unpaid with respect to the Secured Obligations and to recover judgment against Mortgagor for any portion thereof remaining unpaid, with interest at the Default Rate.

(b) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any judgment by Mortgagee or other action by Mortgagee and no attachment or levy of any execution upon any property of Mortgagor by Mortgagee (other than a foreclosure of the entire Mortgaged Property hereunder) shall in any way affect the Lien and security interest of this Mortgage upon the Mortgaged Property or any part thereof or any Lien, rights, powers or remedies of Mortgagee hereunder, but such Lien, rights, powers and remedies shall continue unimpaired as before.

(c) The proceeds received by Mortgagee in respect of any sale of, collection from or other realization upon all or any part of the Mortgaged Property pursuant to the exercise by Mortgagee of its remedies as a secured creditor as provided hereunder shall be applied, together with any other sums then held by Mortgagee pursuant to this Mortgage, in the manner as provided in Section 11.02 of the Credit Agreement.

(d) The provisions of this Section shall not be deemed to limit or otherwise modify the provisions of any guaranty of the indebtedness evidenced by the Notes, or the other Credit Documents or any other instrument or agreement evidencing the Secured Obligations.

4.13 Delay or Omission; No Waiver. No delay or omission of Mortgagee or any Secured Party to exercise any right, power or remedy upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee or any Secured Party whether contained herein or in any other Credit Document or otherwise available to Mortgagee or any other Secured Party, may be exercised from time to time and as often as may be deemed expedient by Mortgagee or the applicable Secured Party.

4.14 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee or the Required Lenders, to the extent applicable under the Credit Agreement, (a) grant forbearance or an extension of time for the payment of any sums secured hereby; (b) take other or additional security for the payment thereof; (c) waive or do not exercise any right granted in the Notes, the Credit Agreement, this Mortgage or any other Credit Document, as applicable; (d) release any part of the Mortgaged Property from the Lien or security interest of this Mortgage or any other instrument or agreement securing the Secured Obligations; (e) consent to the filing of any map, plat or replat of any Site (to the extent such consent is required); (f) consent to the granting of any easement on any Site (to the extent such consent is required); or (g) make or consent to any agreement changing the terms of this Mortgage or any other Credit Document subordinating the Lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability of Mortgagor under the Notes, this Mortgage, any other Credit Document or any other instrument or agreement evidencing the Secured Obligations, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signer, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the Lien or security interest of this Mortgage be altered thereby, except to the extent expressly provided in any releases, maps, easements or subordinations described in clause (d), (e), (f) or (g) above of this Section 4.14. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Mortgagee, without notice to any person, firm or corporation, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the Secured Obligations, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder, or waiving its right to declare such sale or transfer an Event of Default as provided herein. Notwithstanding anything to the contrary contained in this Mortgage or any other Credit Document, (i) in the case of any non-monetary Event of Default, Mortgagee may continue to accept payments secured hereunder without thereby waiving the existence of such or any other Event of Default; and (ii) in the case of any monetary Event of Default, Mortgagee may accept partial payments of any sums due hereunder without thereby waiving the existence of such Event of Default if such partial payments are not sufficient to completely cure such Event of Default.

4.15 Discontinuance of Proceedings; Position of Parties Restored. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry of judgment or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and

rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

4.16 Remedies Cumulative. No right, power or remedy, including, without limitation, remedies with respect to any security for the Secured Obligations conferred upon or reserved to Mortgagee by this Mortgage or any other Credit Document is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or any other Credit Document, now or hereafter existing at law, in equity or by statute, and Mortgagee shall be entitled to resort to such rights, powers, remedies or security as Mortgagee shall in its sole and absolute discretion deem advisable.

4.17 Interest After Event of Default. If an Event of Default shall have occurred and is continuing under Section 11.01(b) or (c) of the Credit Agreement, the relevant overdue amounts shall bear interest at the Default Rate for so long as such Event of Default is continuing. If an Event of Default shall have occurred and is continuing under Section 11.01(g) or (h) of the Credit Agreement, all Secured Obligations shall bear interest at the Default Rate for so long as such Event of Default is continuing. In each case, Mortgagor's obligation to pay such interest shall be secured by this Mortgage.

4.18 Foreclosure; Expenses of Litigation. If Mortgagee forecloses, reasonable costs and expenses, including, without limitation, attorneys' fees and expenses for services in the supervision of said foreclosure proceeding shall be allowed to Mortgagee as part of the foreclosure costs. In the event of foreclosure of the Lien hereof, there shall be allowed and included as additional indebtedness all reasonable costs and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after foreclosure sale or entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and guarantees, and similar data and assurances with respect to title as Mortgagee may deem reasonably advisable either to prosecute such suit or to evidence to a bidder at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property or any portion thereof. All reasonable costs and expenses of the nature in this Section mentioned, and such reasonable costs and expenses as may be incurred in the protection of the Mortgaged Property and the maintenance of the Lien and security interest of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage or any other Credit Document, the Mortgaged Property or any portion thereof, including, without limitation, civil, probate, appellate and proceedings commenced in a federal, state or tribal court or other court of competent jurisdiction under the Bankruptcy Code or any other Debtor Relief Law, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, and shall be secured by this Mortgage. Mortgagee waives its right to any statutory fee in connection

with any judicial or nonjudicial foreclosure of the Lien hereof and agrees to accept a reasonable fee for such services. For the avoidance of doubt, this Section 4.18 shall be subject to Section 6.14.

4.19 Deficiency Judgments. If after foreclosure of this Mortgage or Mortgagee's sale hereunder, there shall remain any deficiency with respect to any Secured Obligations and Mortgagee shall institute any proceedings to recover such deficiency or deficiencies, all such amounts shall continue to bear interest at the Default Rate. Mortgagor waives any defense to Mortgagee's recovery against Mortgagor of any deficiency after any foreclosure sale of the Mortgaged Property. To the extent permitted by Requirements of Law, Mortgagor expressly waives any defense or benefits that may be derived from any statute granting Mortgagor any defense to any such recovery by Mortgagee. In addition, Mortgagee shall be entitled to recovery of all of its reasonable costs and expenditures (including, without limitation, any court imposed costs) in connection with such proceedings, including its reasonable attorneys' fees and expenses, appraisal fees and the other costs, fees and expenditures referred to in Section 4.18 above, in each case subject to Section 6.14. This provision shall survive any foreclosure or sale of the Mortgaged Property, any portion thereof and/or the extinguishment of the Lien hereof.

4.20 Exculpation of Mortgagee. The acceptance by Mortgagee of the assignment contained herein with all of the rights, powers, privileges and authority created hereby shall not, prior to entry upon and taking possession of the Mortgaged Property by Mortgagee, be deemed or construed to make Mortgagee a "mortgagee in possession"; nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding relating to the Space Leases, the Rents or the Mortgaged Property, or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Space Lease or to assume any obligation or responsibility for any security deposits or other deposits except to the extent such deposits are actually received by Mortgagee, nor shall Mortgagee, prior to such entry and taking, be liable in any way for any injury or damage to person or property sustained by any Person in or about the Mortgaged Property.

4.21 Multisite Real Estate Transaction. Mortgagor acknowledges that this Mortgage is one of a number of mortgages and security documents that secure the Secured Obligations. Mortgagor agrees that the Lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts of omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the Lien hereof shall not be impaired by any acceptance by Mortgagee of any other security for or guarantees of any of the Secured Obligations, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any of the Secured Obligations or any security therefor including the other mortgages and other security documents. The Lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Secured Obligations or of any of the security therefor, including the other mortgages and other security documents or of any guaranty thereof, and Mortgagee may at its discretion foreclose,

exercise any power of sale, or exercise any other remedy available to it under any or all of the other mortgages and other security documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the other mortgages and other security documents shall not in any manner impair the Secured Obligations or the Lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the Lien of any of the other mortgages and other security documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the other mortgages and other security documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

ARTICLE V

Rights and Responsibilities of Mortgagee; Other Provisions Relating to Mortgagee

Notwithstanding anything to the contrary in this Mortgage, Mortgagee, by its acceptance hereof, agrees as follows.

5.1 Exercise of Remedies by Mortgagee. To the extent that this Mortgage or Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), including all applicable Gaming Laws (other than any Gaming Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), authorizes or empowers, or does not require approval for, Mortgagee to exercise any remedies set forth in Article IV hereof or otherwise, or perform any acts in connection therewith, Mortgagee shall have the power to exercise any or all such remedies, and to perform any acts provided for in this Mortgage in connection therewith, all in accordance with applicable law of the State of Florida.

5.2 Exculpation. Mortgagee shall not be liable for any error of judgment or act done by Mortgagee in good faith, or otherwise be responsible or accountable under any circumstances whatsoever, except for Mortgagee's gross negligence, willful misconduct or knowing violation of law as determined by a court of competent jurisdiction (excluding any Tribal Forum) in a final, non-appealable judgment or order. Mortgagee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Mortgagee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by Law). Mortgagee shall be under no liability for interest on any moneys received by it hereunder.

5.3 Endorsement and Execution of Documents. Mortgagee may, without liability or notice to Mortgagor, execute, consent to, or join in any instrument or agreement in connection with or necessary to effectuate the purposes of the Credit Documents. Mortgagor hereby irrevocably designates Mortgagee as its attorney in fact to execute, acknowledge and deliver, on Mortgagor's behalf and in Mortgagor's name, all instruments or agreements necessary to implement any provision(s) of this Mortgage or to further perfect the Lien created by this Mortgage on the Mortgaged Property. This power of attorney shall be exercisable only during an Event of Default and shall be deemed to be coupled with an interest and shall survive any disability of Mortgagor.

ARTICLE VI

Miscellaneous Provisions

6.1 Heirs, Successors and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included (including, without limitation, with respect to Mortgagee, any successor administrative agent, collateral agent or other Person acting for and on behalf of the Secured Parties) and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of its heirs, successors and assigns, whether so expressed or not. Except as expressly permitted by the Credit Agreement, Mortgagor shall not assign any rights, duties, or obligations hereunder.

6.2 Addresses for Notices, Etc. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, as to Mortgagor, addressed to it at the address of Borrower set forth in the Credit Agreement or 77 Sands Blvd., Bethlehem, PA 18015, Attention: James F. Dorris and as to Mortgagee, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party pursuant to the Credit Agreement.

6.3 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

6.4 Severability. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

6.5 Priority Over Intervening Liens. To the extent permitted by Requirements of Law (other than any Requirement of Law (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe), any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening Lien or encumbrance.

6.6 Amendments. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

6.7 Waiver of Setoff and Counterclaim; Other Waivers. All Secured Obligations shall be payable without setoff, counterclaim or any deduction whatsoever. Mortgagor hereby waives the right to assert a counterclaim (other than a compulsory counterclaim) in any action or proceeding brought against it by Mortgagee and/or any Secured Party under the Credit Documents, or arising out of or in any way connected with this Mortgage or the Credit Documents or the Secured Obligations.

6.8 Governing Law; Waiver of Sovereign Immunity; Submission to Jurisdiction; Waivers; Etc.

(a) Governing Law. The Credit Agreement, the Notes and the Security Agreement provide that they are governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. With respect to this Mortgage, (i) the provisions of this Mortgage regarding the creation, perfection and enforcement of the Liens and security interests herein granted shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida; (ii) Mortgagor agrees that to the extent deficiency judgments are available under the laws of the State of Florida after a foreclosure (judicial or nonjudicial) of the Mortgaged Property, or any portion thereof, or any other realization thereon by Mortgagee under the Credit Documents, Mortgagee shall have the right to seek such a deficiency judgment against Mortgagor in the State of Florida; (iii) Mortgagor agrees that if Mortgagee under the Credit Documents obtains a deficiency judgment in another state against Mortgagor, then Mortgagee shall have the right to enforce such judgment in the State of Florida to the extent permitted under the laws of the State of Florida, as well as in other states and jurisdictions; and (iv) all other provisions of this Mortgage shall be governed by and construed in accordance with, the law of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. For the avoidance of doubt, this Mortgage is not governed by tribal Law.

(b) Waiver of Sovereign Immunity.

(i) Waiver of Sovereign Immunity. The following provisions apply to each of Mortgagor, Mortgagee and their respective counsel and agents within the scope of this Section 6.8(b):

(A) Debtor has no sovereign immunity. Debtor, as a Florida limited liability company, has no sovereign immunity from suit despite its ownership by Borrower and indirect ownership by the Tribe. Solely for the avoidance of doubt should anything to the contrary ever be claimed, Debtor hereby expressly waives any and all sovereign immunity it may possess or be claimed to have.

(B) Scope of Waiver. Subject to the provisions of this Section 6.8(b), Mortgagor hereby expressly, unequivocally and irrevocably grants to Mortgagee, Administrative Agent, the other Agents, each L/C Lender, each Secured Party, each of the Lenders, each Indemnitee and their respective successors and assigns and subrogees (each a "Grantee"), a waiver of any and all sovereign immunity it may possess (and any defense based thereon) from any suit, litigation, arbitration, or other legal proceedings (an "Action"), whether such Action be brought in law or equity, arising in contract, tort or statute (inclusive of claims and counterclaims and actions for equitable or provisional relief, and whether through service of notice, attachment, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers or otherwise) and consents to such Action, for all claims, controversies, disputes or causes of action (each a "Claim"), including, without limitation, the following:

(1) any claim arising under or relating to this Mortgage and the other Credit Documents, Mortgagor's obligations hereunder or thereunder or the Borrower's or the Tribe's obligations thereunder, including without limitation, any claim to interpret, enforce or otherwise seek relief under the terms of any Credit Document;

(2) to construe and enforce the terms of the Credit Documents and to enforce any judgments, awards or orders resulting therefrom, as provided herein;

(3) to compel arbitration under the commercial arbitration rules of the American Arbitration Association (the "AAA") and as provided in the other Credit Documents;

(4) to enforce an arbitrator's decision with respect to arbitration under the commercial arbitration rules of the AAA and as provided in the other Credit Documents;

(5) to order amounts payable under this Mortgage and the Security Documents or any other Credit Documents to be paid in accordance with the terms thereof and enforce the award of damages owing as a consequence of a breach of any such agreement, whether such order or award is the product of litigation or arbitration, provided, that such money damages are only payable from the Collateral or as otherwise set forth in Section 6.8(b)(ii);

(6) to order the foreclosure, seizure or sale of the Collateral and the Mortgaged Property, or the exercise of any other remedy available generally for judgment creditors;

(7) to determine whether any consent or approval of the Tribe, the Borrower or Mortgagor or any Governmental Authority has been validly granted or withheld;

(8) to adjudicate any Claim under the Indian Civil Rights Act, 25 U.S.C. § 1301 et seq.; and

(9) to enforce any order, judgment or arbitration decision by an Applicable Court.

(C) Procedural Requirements. Any claim made pursuant to this Section 6.8 shall be subject to the following procedural requirements:

(1) the Claim shall be brought only by a Grantee:

(2) the Claim shall arise under or be related to this Mortgage and/or the other Credit Documents or any of Mortgagor's obligations hereunder and thereunder, including without limitation, any claim to interpret, enforce or otherwise seek relief under the terms of any Credit Document;

(3) no Claim arising under this Mortgage or the other Credit Documents shall be made in any such Action against (x) individual officers or members of the Tribe, the Borrower or Mortgagor acting in their personal capacities, or (y) any of their

Affiliates (other than the Tribe, the Borrower, Mortgagor or any of their respective Subsidiaries); and

(4) the Claim shall not seek to subject the assets of the Tribe or Mortgagor to liability in a manner which is inconsistent with this Mortgage, including subsection 6.8(b)(ii) hereof.

(ii) General Obligation; Limitation on Recourse. The Obligations of Mortgagor are general obligations of Mortgagor. The obligations of the Tribe are not general obligations but instead are strictly limited recourse obligations enforceable solely against the Gaming Assets and the Collateral; provided, however, that upon the occurrence and during the continuation of an Intentional Interference Default by the Tribe, the Obligations of Mortgagor and the obligations of the Tribe also will be enforceable against any or all other assets of the Tribe (other than Excluded Assets or Protected Assets) as provided in Sections 5.2 and 5.3 of the Non-Interference Agreement.

(c) Submission to Jurisdiction.

(i) MORTGAGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION (AS DEFINED HEREIN) OF ANY KIND OR DESCRIPTION, WHETHER AT LAW OR IN EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY GRANTEE, ANY OF THEIR RESPECTIVE AFFILIATES, OR ANY OF THE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ADVISORS OF THE FOREGOING IN ANY WAY RELATING TO THIS MORTGAGE IN ANY FORUM OTHER THAN THE FOLLOWING COURTS (EACH, A "NEW YORK COURT"): THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF. MORTGAGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF THE NEW YORK COURTS AND AGREES THAT ALL CLAIMS (AS DEFINED HEREIN) IN RESPECT OF ANY ACTION (AS DEFINED HEREIN) OF ANY KIND OR DESCRIPTION, WHETHER AT LAW OR IN EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY WAY RELATING TO THIS MORTGAGE OR THE TRANSACTIONS RELATED HERETO OR THERETO MAY BE HEARD AND DETERMINED IN SUCH NEW YORK COURTS. MORTGAGOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS WHERE COLLATERAL IS LOCATED BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER

PROVIDED BY LAW (THE STATE, FEDERAL AND OTHER COURTS OF SUCH JURISDICTIONS SHALL BE REFERRED TO HEREIN AS THE "ADDITIONAL COURTS"). NOTHING IN THIS MORTGAGE OR IN ANY OTHER CREDIT DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY GRANTEE MAY OTHERWISE HAVE TO BRING ANY ACTION (AS DEFINED HEREIN) AGAINST MORTGAGOR, BORROWER, ANY OTHER CREDIT PARTY OR ANY OF THEIR COLLECTIVE OR INDIVIDUAL PROPERTIES IN ANY ADDITIONAL COURT, AND MORTGAGOR CONSENTS TO THE JURISDICTION THE ADDITIONAL COURTS, INCLUDING, WITHOUT LIMITATION, THE COURTS OF THE STATE OF FLORIDA SITTING IN MIAMI-DADE COUNTY, FLORIDA AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF FLORIDA AND ANY APPELLATE COURT FROM ANY THEREOF (EACH, A "FLORIDA COURT") FOR CLAIMS ARISING UNDER OR RELATING TO THE CREDIT DOCUMENTS AND ACTIONS IN RESPECT THEREOF.

(ii) IF NONE OF THE NEW YORK COURTS (OR IN THE CASE A GRANTEE BRINGS AN ACTION IN A FLORIDA COURT OR OTHER ADDITIONAL COURT, SUCH ADDITIONAL COURTS) ACCEPTS JURISDICTION OVER ANY ACTION (AS DEFINED HEREIN) BROUGHT BY A GRANTEE, THEN MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF THE TRIBAL COURTS (TOGETHER WITH THE NEW YORK COURTS AND THE ADDITIONAL COURTS, THE "APPLICABLE COURTS") FOR THE LIMITED PURPOSE OF AN ACTION BROUGHT TO COMPEL ARBITRATION, ENFORCE AN ARBITRATION AWARD, ENFORCE AN AWARD OF AN APPLICABLE COURT, OR TO ADJUDICATE ANY CLAIM BROUGHT BY A GRANTEE ARISING UNDER THE INDIAN CIVIL RIGHTS ACT, 25 U.S.C. § 1301 ET SEQ. OR OTHER LAWS OF THE TRIBE, AND MORTGAGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION (AS DEFINED HEREIN) SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW, AND MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION THEREOF.

(d) Waiver of Venue.

(i) MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY CLAIM OR

ACTION (EACH AS DEFINED HEREIN) ARISING OUT OF OR RELATING TO THIS MORTGAGE IN ANY COURT REFERRED TO IN PARAGRAPH (c) OF THIS SECTION. MORTGAGOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH CLAIM OR ACTION IN ANY SUCH COURT.

(ii) WITHOUT LIMITING THE FOREGOING, MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES: (1) ITS RIGHTS TO HAVE ANY CLAIM OR ACTION (EACH AS DEFINED HEREIN) ARISING OUT OF OR RELATING TO THIS MORTGAGE HEARD IN ANY OTHER FORUM WHETHER OR NOT SUCH FORUM NOW EXISTS OR IS HEREAFTER CREATED, OTHER THAN IN THE CIRCUMSTANCES DESCRIBED IN SECTION 6.8(c)(ii) INCLUDING, WITHOUT LIMITATION, ANY TRIBAL COURT OR OTHER TRIBUNAL, FORUM, COUNCIL OR ADJUDICATIVE BODY OF THE TRIBE (EACH, A "TRIBAL FORUM"); AND (2) ANY CLAIM OR RIGHT THAT IT MAY POSSESS TO THE EXERCISE OF JURISDICTION BY ANY TRIBAL FORUM, INCLUDING, WITHOUT LIMITATION, ANY DETERMINATION THAT ANY TRIBAL FORUM HAS JURISDICTION OVER ANY SUCH CLAIM OR ACTION OR JURISDICTION TO DETERMINE THE SCOPE OF SUCH TRIBAL FORUM'S JURISDICTION, EXCEPT AS SET FORTH IN SECTION 6.8(c)(ii).

(e) Service of Process.

EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.2. NOTHING IN THIS MORTGAGE WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. MORTGAGOR IRREVOCABLY APPOINTS THE PERSON DESCRIBED IN SECTION 13.02(a)(i) OF THE CREDIT AGREEMENT WITH RESPECT TO MORTGAGOR AND HIS OR HER RESPECTIVE SUCCESSORS IN SAID OFFICE FROM TIME TO TIME, AS AGENT FOR SERVICE OF PROCESS MADE IN ACCORDANCE HEREWITH.

(f) Waiver of Jury Trial.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i)

CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(g) Tribal Exhaustion/Tribal Court Actions.

MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT THAT IT MAY LEGALLY DO SO, ANY REQUIREMENT THAT MAY EXIST OR RIGHT THAT IT MAY HAVE FOR EXHAUSTION OF ANY REMEDIES AVAILABLE IN ANY TRIBAL FORUM PRIOR TO THE COMMENCEMENT OF ANY CLAIM OR ACTION (EACH AS DEFINED HEREIN) IN ANY STATE OR FEDERAL COURT OR ARBITRATION FORUM (OR AS A MATTER OF COMITY OR ABSTENTION), EVEN IF ANY SUCH TRIBAL FORUM WOULD HAVE CONCURRENT JURISDICTION OVER ANY SUCH CLAIM OR ACTION BUT FOR SUCH WAIVER. MORTGAGOR SHALL NOT COMMENCE ANY CLAIM OR ACTION IN ANY TRIBAL FORUM WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OTHER PARTIES TO SUCH CLAIM OR ACTION.

(h) Foreclosure Procedures.

Without in any manner limiting the generality of the foregoing, Mortgagor hereby expressly consents and authorizes any Governmental Authorities who have the right and duty under applicable Law to take any action authorized or ordered by any Applicable Court, including to take such action as entering onto property constituting part of the Gaming Facilities and Mortgagor to give effect to any judgment or order entered in order to enforce obligations under this Mortgage or the other Credit Documents. Any prevailing party that desires to execute an enforcement action against any Property located on the lands of the Tribe shall first notify the Poarch Band of Creek Indians Tribal Court of such action, which tribal court shall then be obligated to facilitate the execution of the action in a peaceful manner; provided, that no such notice to the Tribal Court shall be required as a condition to any enforcement action against any Mortgaged Property located in the State of Florida. A notification under this Section 6.8(h) shall not constitute any submission to the jurisdiction of such tribal court by such prevailing party nor any acknowledgement of jurisdiction of such tribal court over such matters but shall be a courtesy only and an aid to execution. For the avoidance of doubt, Mortgagor's waiver of its sovereign immunity in Section 6.8(b) extends to and includes any Actions with respect to the entry of judgment on, and enforcement of, any awards by the Applicable Courts, including, without limitation, the Florida Courts.

(i) No Revocation of Sovereign Immunity Waiver.

Mortgagor covenants and agrees that its waiver of any sovereign immunity that it may possess and other waivers and consents contained in this Section 6.8 are irrevocable, and agrees not to revoke or further limit, in whole or in part, its waiver of any sovereign immunity that it may possess or the waivers and consents contained in this Section 6.8 or in any way attempt to revoke or further limit, in whole or in part, such waiver of any sovereign immunity that it may possess and other waivers and consents. In addition to the foregoing, Mortgagor (to the maximum extent legally possible) covenants and agrees to cause the Tribe to prohibit each and every Tribal Forum (whether now or hereafter existing) from exercising jurisdiction over any Claim or Action in connection with, relating to or arising under this Mortgage, the other Credit Documents and any other agreements authorized by Mortgagor, Borrower or the Tribe with respect thereto, other than in the circumstances described in Section 6.8(c)(ii). In the event that Mortgagor, Borrower or the Tribe fail to comply with the requirements of this Section 6.8 or otherwise takes any action which is inconsistent with the waivers and consents granted in this Section 6.8, Mortgagor hereby expressly recognizes and agrees that (A) there remains no adequate remedy at law available to the Grantees and (B) the Grantees will be irreparably injured upon any attempted invalidation, repudiation, revocation or further limitation of this Section 6.8.

(j) Consent to Injunctive Relief. Mortgagor hereby consents to the entry of appropriate injunctive relief, consistent with the terms and conditions of this Mortgage. In the event of any attempted further limitation, invalidation, repudiation, or revocation of the waiver of any sovereign immunity that Mortgagor may possess or other waivers and consents granted herein, the Grantees may immediately seek judicial injunctive relief as provided in this Section 6.8(i) without first complying with any of the procedural prerequisites contained in Section 6.8(b) to the waiver of any sovereign immunity that Mortgagor may possess granted herein. Any action seeking injunctive relief under this Sections 6.8, shall be brought in any of the New York Courts or, at the election of a Grantee, any other Applicable Court, and Mortgagor expressly consents to the jurisdiction of, and agrees to be bound by, any order or judgment of, such courts.

6.9 Termination; Release. Notwithstanding anything to the contrary herein or in any other Credit Document, upon the Secured Obligations being Paid in Full, this Mortgage shall terminate. Upon termination of this Mortgage, the Mortgaged Property shall be automatically released from the Lien granted pursuant to this Mortgage. Upon such release or any release of the Mortgaged Property in accordance with the provisions of the Credit Agreement (including Section 10.05 thereof or in connection with a waiver of such Section 10.05 by the Required Lenders), Mortgagee shall, upon the request and at the sole cost and expense of Mortgagor, assign, transfer and deliver to such Mortgagor or its designee, against receipt and without recourse to or warranty by Mortgagee, such of the Mortgaged Property to be released as may be in possession of Mortgagee, as Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any of the other Mortgaged Property, proper documents and instruments (including, without limitation, UCC termination statements or releases or mortgage

reconveyances or releases and such other instruments and releases as may be necessary or reasonably requested by Mortgagor to effect such release and, to the extent necessary or reasonably requested by Mortgagor, shall authorize the delivery and/or filing of any such documents or instruments) acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be. The recitals in any such mortgage reconveyance or mortgage release of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6.10 Indemnity and Attorneys' Fees. Without limiting any other provision contained herein, Mortgagor agrees to pay all reasonable costs and expenses of Mortgagee incurred in connection with the enforcement of this Mortgage, the Notes or the other Credit Documents to which Mortgagor is a party, including, without limitation, all reasonable attorneys' fees and expenses whether or not suit is commenced, and including, without limitation, reasonable fees incurred in connection with any probate, appellate, bankruptcy, deficiency or any other litigation proceedings, all of which sums shall be secured hereby. Mortgagor shall indemnify, defend, protect and hold Mortgagee harmless from any and all liability, loss, claims, damage, cost or expense (including reasonable attorneys' fees) that Mortgagee may or might incur hereunder, or in connection with the making or administering of the Secured Obligations, the enforcement of any of Mortgagee's rights or remedies hereunder or under the other Credit Documents, any action taken by Mortgagee hereunder or thereunder, whether or not suit is filed, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Mortgagee arising out of the Mortgaged Property, or any part thereof or interest therein, or as to which it becomes necessary to defend or uphold the Lien of this Mortgage or any other Credit Documents, except to the extent that such claim is solely the result of Mortgagee's gross negligence or willful misconduct (as determined by a court of competent jurisdiction (excluding any Tribal Forum) in a final and non-appealable decision). Should Mortgagee incur any such liability, loss, claim, damage, cost or expense, the amount thereof with interest thereon at the Default Rate shall be payable by Mortgagor immediately without demand, shall be secured by this Mortgage, and shall be part of the Secured Obligations. For the avoidance of doubt, this Section 6.10 shall be subject to Section 6.14.

6.11 Late Charges. By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right to collect any late charge thereon or interest thereon at the interest rate on the Notes or as otherwise specified in the Credit Agreement, if so provided, not then paid or its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any amounts not so paid.

6.12 Corrections. Mortgagor shall, upon reasonable request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage (including, but not limited to, in the exhibits and schedules attached hereto) or in the execution or acknowledgement hereof, and shall execute, acknowledge and deliver such further instruments and do such further acts as may be reasonably

requested by Mortgagee to carry out more effectively the purposes of this Mortgage, to subject to the Lien and security interest hereby created any of Mortgagor's properties, rights or interests covered or intended to be covered hereby, and to perfect and maintain such Lien and security interest.

6.13 Statute of Limitations. To the fullest extent allowed by the Requirements of Law, the right to plead, use or assert any statute of limitations as a plea or defense or bar of any kind, or for any purpose, to any debt, demand or obligation secured or to be secured hereby, or to any complaint or other pleading or proceeding filed, instituted or maintained for the purpose of enforcing this Mortgage or any rights hereunder, is hereby waived by Mortgagor. For the avoidance of doubt, no statute of limitations under tribal Law shall apply to this Mortgage.

6.14 Expenses, Indemnification, Etc. The terms of Section 13.03 of the Credit Agreement shall be deemed to be incorporated herein by reference mutatis mutandis. In the event of any conflict between the terms of Section 13.03 of the Credit Agreement and this Mortgage, the terms of Section 13.03 of the Credit Agreement shall govern and control. In furtherance of the foregoing, in no event shall any payment or reimbursement of fees, expenses or other amounts, or indemnification, by Mortgagor hereunder be more expansive than that provided pursuant to Section 13.03 of the Credit Agreement.

6.15 Joint and Several Liability. All Secured Obligations of Mortgagor, if more than one, are joint and several. The obligations of Mortgagor under this Mortgage are made with full recourse to Mortgagor and to all assets of Mortgagor, including the Mortgaged Property, and pursuant to and upon all the warranties, representations, covenants and agreements on the part of Mortgagor contained herein and in the other Credit Documents to which it is a party and otherwise in writing by Mortgagor in connection herewith or therewith. Recourse for deficiency after sale hereunder may be had against the other property of Mortgagor, without, however, creating a present or other Lien or charge thereon.

6.16 Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided by the constitution and the laws of the United States and of any state or tribe, in and to the Mortgaged Property as against the collection of the Secured Obligations, or any part hereof.

6.17 Context. In this Mortgage, whenever the context so requires, the neuter includes the masculine and feminine, and the singular includes the plural, and vice versa.

6.18 Obligations Absolute. The Secured Obligations of Mortgagor shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Mortgagor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Mortgage or any other Credit Document; or (c) any amendment

to or modification of any Credit Document, any instrument or agreement evidencing the Secured Obligations, or any security for any of the Secured Obligations; whether or not Mortgagor shall have notice or knowledge of any of the foregoing.

6.19 Time. Time is of the essence of each and every term, covenant and condition hereof. Unless otherwise specified herein, any reference to "days" in this Mortgage shall be deemed to mean "calendar days."

6.20 Interpretation. As used in this Mortgage unless the context clearly requires otherwise: The terms "herein" or "hereunder" and similar terms without reference to a particular section shall refer to the entire Mortgage and not just to the section in which such terms appear; the term "Lien" shall also mean a security interest, and the term "security interest" shall also mean a Lien.

6.21 Compliance with Gaming Laws and Liquor Laws. Notwithstanding anything to the contrary in this Mortgage and any other Credit Document, this Mortgage is subject to all applicable Gaming Laws and the Liquor Laws (other than any Gaming Laws or Liquor Laws (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe). Without limiting the foregoing, Mortgagee acknowledges that rights, remedies and powers in or under this Mortgage, including with respect to the entry into and ownership and operation of the Gaming Facilities, and the possession or control of gaming equipment, alcoholic beverages or a gaming or liquor license, may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Laws and the Liquor Laws (other than any Gaming Laws or Liquor Laws (except for any Specified Tribal Gaming Laws) of the Tribe or any Governmental Component of the Tribe) and only to the extent that any required approvals (including prior approvals) are obtained from the requisite Gaming Authorities and the Liquor Authorities (other than any Gaming Authorities or Liquor Authorities of the Tribe or any Governmental Component of the Tribe (except for the Tribal Gaming Commission in cases where Specified Tribal Gaming Laws apply). Notwithstanding anything to the contrary in this Mortgage or any other Credit Document, Mortgagee agrees to cooperate with each such Gaming Authority and each Liquor Authority (and, in each case, to be subject to Section 2.11 of the Credit Agreement) in connection with the administration of their regulatory jurisdiction over Mortgagor, including, without limitation, the provision of such documents or other information as may be requested by any such Gaming Authorities and/or Liquor Authorities relating to Mortgagee or Mortgagor or this Mortgage or the other Credit Documents to which Mortgagor is a party. Notwithstanding any other provision of this Mortgage, Mortgagor expressly authorizes Mortgagee to cooperate with the applicable Gaming Authorities as described above. Mortgagor consents to any disclosure requested by any Gaming Authority by each Mortgagee or Lender and releases such parties from any liability for any such disclosure.

6.22 Non-Disturbance Agreement. Mortgagee shall enter into, and, if required by applicable Law to provide constructive notice or requested by a tenant, record in the county

where the subject property is located, a subordination, attornment and non-disturbance agreement in a form reasonably acceptable to Mortgagee with respect to any Space Lease. All reasonable out-of-pocket costs and expenses incurred by Mortgagee in connection with the negotiation, preparation, execution and delivery of any such subordination, attornment and non-disturbance agreement, including, without limitation, reasonable attorneys' fees and disbursements, shall be paid by Mortgagor (in advance, if requested by Mortgagee).

6.23 Limitation on Interest. It is the intent of Mortgagor and Mortgagee in the execution of this Mortgage and all other instruments evidencing or securing the Secured Obligations to contract in strict compliance with applicable usury laws. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage shall ever be construed to create a contract for the use, forbearance or retention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by relevant Law (other than tribal Law). If this Mortgage or any other instrument evidencing or securing the Secured Obligations violates any applicable usury law, then the interest rate payable in respect of the Notes or the Default Rate, as applicable, shall be the highest rate permissible by law.

6.24 Incorporation by Reference. The agreements and waivers of Mortgagor under the Guarantee shall apply to Mortgagor's obligations under this Mortgage, mutatis mutandis, and such provisions are incorporated herein by reference.

6.25 Intercreditor Agreements. Notwithstanding anything herein to the contrary, the security interests granted to Mortgagee pursuant to this Mortgage and the exercise of any right or remedy by Mortgagee hereunder, will be subject in all respects to the provisions of any Pari Passu Intercreditor Agreement and any Second Lien Intercreditor Agreement. In the event of any conflict between the terms of any Pari Passu Intercreditor Agreement, any Second Lien Intercreditor Agreement and this Mortgage, the terms of such Pari Passu Intercreditor Agreement or such Second Lien Intercreditor Agreement shall govern and control.

6.26 IGRA Limitations. Notwithstanding any provision in any Credit Document, or any other right to enforce the provisions of any Credit Document, none of Mortgagee, Collateral Agent, Administrative Agent, any other Agent, any L/C Lender or any other Secured Party shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Gaming Enterprise that is regulated by IGRA (collectively, "Management Activities"), including, but not limited to:

(a) the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor;

(b) any working or employment policies or practices;

(c) the hours or days of operation;

(d) any accounting systems or procedures;

(e) any advertising, promotions or other marketing activities;

(f) the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;

(g) the vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; or

(h) budgeting, allocating, or conditioning payments of Borrower's operating expenses;

provided, however, that upon the occurrence of a Default or Event of Default, a Secured Party will not be in violation of the foregoing restriction solely because it: (i) enforces compliance with any term in any Credit Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; (ii) requires that all or any portion of the revenues securing the Loans be applied to satisfy valid terms of the Credit Documents; or (iii) otherwise forecloses on all or any portion of the Collateral securing the Obligations.

NOTWITHSTANDING ANY OTHER POSSIBLE CONSTRUCTION OF ANY PROVISION(S) CONTAINED IN THIS MORTGAGE OR IN ANY OTHER CREDIT DOCUMENT, IT IS AGREED THAT WITHIN THE MEANING OF IGRA: (A) THE CREDIT DOCUMENTS, INDIVIDUALLY AND COLLECTIVELY, DO NOT AND SHALL NOT PROVIDE FOR THE MANAGEMENT OF ALL OR ANY PART OF THE GAMING ENTERPRISE THAT IS REGULATED BY IGRA BY ANY PERSON OTHER THAN BORROWER OR THE TRIBE OR DEPRIVE BORROWER OR THE TRIBE OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE GAMING ENTERPRISE THAT IS REGULATED BY IGRA; AND (B) NONE OF THE SECURED PARTIES (OR ANY OF THEIR SUCCESSORS, ASSIGNS OR AGENTS) WILL EXERCISE ANY REMEDY OR OTHERWISE TAKE ANY ACTION UNDER OR IN CONNECTION WITH ANY CREDIT DOCUMENT IN A MANNER THAT WOULD CONSTITUTE MANAGEMENT OF ALL OR ANY PART OF THE GAMING ENTERPRISE THAT IS REGULATED BY IGRA OR THAT WOULD DEPRIVE BORROWER OR THE TRIBE OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF ANY PORTION OF THE GAMING ENTERPRISE THAT IS REGULATED BY IGRA.

6.27 Section 81. For the avoidance of any doubt, it is acknowledged that this Mortgage is not intended to grant an encumbrance on any real property constituting "Indian lands"

within the meaning of 25 U.S.C. § 81. Notwithstanding any right of Mortgagee in this Mortgage or any other Credit Document, or any requirements or restrictions imposed on Mortgagor, Borrower and/or the Tribe in this Mortgage or any other Credit Document, any right, requirement or restriction that "encumbers Indian land" within the meaning of 25 U.S.C. § 81, shall not be effective for longer than six years, 364 days.

6.28 Non-Intercourse Act. The Indian Non-Intercourse Act, 25 U.S.C. Section 177, does not apply to any Mortgaged Property in this Mortgage, the execution, delivery or performance by any Mortgagor under any this Mortgage or the exercise by Mortgagee of its rights or remedies hereunder.

6.29 Florida Law Provisions. This Mortgage is subject to the following provisions relating to the particular laws of the state wherein the Land is located. In the event of any conflict between the terms and provisions of this Section 6.29 and the remainder of this Mortgage, the terms of this Section 6.29 shall govern and control.

(a) Assignment of Leases and Rents. The Assignments of Leases and Rents contained in this Mortgage are intended to provide Mortgagee with all the rights and remedies of mortgagees pursuant to Section 697.07 of the Florida Statutes (hereinafter "Section 697.07"), as may be amended from time to time. However, in no event will this reference diminish, alter, impair, or affect any other rights and remedies of Mortgagee, including but not limited to, the appointment of a receiver as provided herein, nor will any provision herein, diminish, alter, impair or affect any rights or powers of the receiver in law or equity or as set forth elsewhere in this Mortgage. In addition, this assignment will be fully operative without regard to the value of the Mortgaged Property or without regard to the adequacy of the Mortgaged Property to serve as security for the obligations owed by Mortgagor to Mortgagee, and will be in addition to any rights arising under Section 697.07. Further, except for the notices required hereunder, if any, Mortgagor waives, except as may be prohibited by law, any notice of default or demand for turnover of Rents by Mortgagee, together with any rights under Section 697.07 to apply to a court to deposit the Rents into the registry of the court or such other depository as the court may designate.

(b) Compliance with Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of the statutes or common law of the State of Florida governing the foreclosure of this Mortgage (collectively, the "**Foreclosure Laws**"), the provisions of the Foreclosure Laws shall take precedence over the provisions of this Mortgage but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Laws.

(c) Interest After Sale. In the event the Property or any part thereof shall be sold upon foreclosure or power of sale as provided in this Mortgage, to the extent permitted by law, the sum for which the same shall have been sold shall, for purposes of redemption (if there is

any right of redemption which has not been effectively waived pursuant to the laws of the state in which the Property is located), bear interest at the Default Rate.

(d) Maximum Interest. The provisions of this Mortgage and all other agreements between Borrower and Lender, whether now existing or subsequently arising, written or oral, are expressly limited so that in no contingency or event whatsoever, whether by reason of demand or acceleration of the maturity of the Note or otherwise, shall the amount paid, or agreed to be paid, to Lender for the use, forbearance or retention of the money loaned under the Note exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, performance or fulfillment of any provision of this Mortgage or of any agreement between Borrower and Lender shall, at the time performance or fulfillment, exceed the limit for interest prescribed by law or otherwise transcend the limit of validity prescribed by applicable law, then ipso facto the obligation to be performed or fulfilled shall be reduced to such limit. If, from any circumstance whatsoever, Lender shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excess shall be applied to the reduction of the principal balance owing under the Note in the inverse order of its maturity (whether or not then due) or, at the option of Lender, be rebated to Borrower, and not to the payment of interest. All interest (including any amounts or payments deemed to be interest) paid or agreed to be paid to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal balance of the Note so that the interest thereon for such full period will not exceed the maximum amount permitted by applicable law. This paragraph will control all agreements between Borrower and Lender.

(e) Attorneys' Fees. Any reference in this Mortgage or any other Loan Document to attorneys' fee or terms of similar import shall mean any legal fees or costs, before, during and after trial, at all levels of appeal, and in bankruptcy.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

MORTGAGOR:

GRETNA RACING, LLC,
a Florida limited liability company

By:_____
Name:
Title:

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of , 2022, by , the _____ of Gretna Racing, LLC a _____ limited liability company, on behalf of the limited liability company, who ☐ is personally known to me or who ☐ has produced _____ as identification.

_____

Notary Public – State of _____

Notary Seal:_____

ACTIVE:16271531.5
US-DOCS\135656924.10

SCHEDULE A

DESCRIPTION OF LAND

PARCEL 1

Tract "A", AMENDED PLAT OF AIRLINE CENTER, according to the Plat thereof, as recorded in Plat Book 33, Page 77, of the Public Records of Miami-Dade County, Florida;

AND

The North 289.91 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4, LESS the East 35.00 feet and LESS the South 25.00 feet thereof; And the East 225.00 feet of the North 289.91 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4, LESS the South 25.00 feet and LESS the West 25.00 feet thereof; And the East 225.00 feet of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, LESS the West 25.00 feet and LESS the North 35.00 feet thereof, in Section 5, Township 54 South, Range 41 East, in the City of Miami, Miami-Dade County, Florida; LESS the external area formed by a 25.00 foot radius curve at the Southeast corner of the parcel herein described, said curve being tangent to the East and South lines of said parcel.

SCHEDULE B

PRIOR MORTGAGE LIENS

Each of the liens and other encumbrances excepted as being prior to the Lien hereof as set forth in Schedule B to the Pro Forma Policy issued by Fidelity National Title Insurance Company, delivered to Mortgagee on the date hereof, bearing Fidelity National Title Insurance Company file number 10594063 relating to the real property described in Schedule A attached hereto.

Exhibit 6 – Schedule of Post-Acquisition Ownership Interests

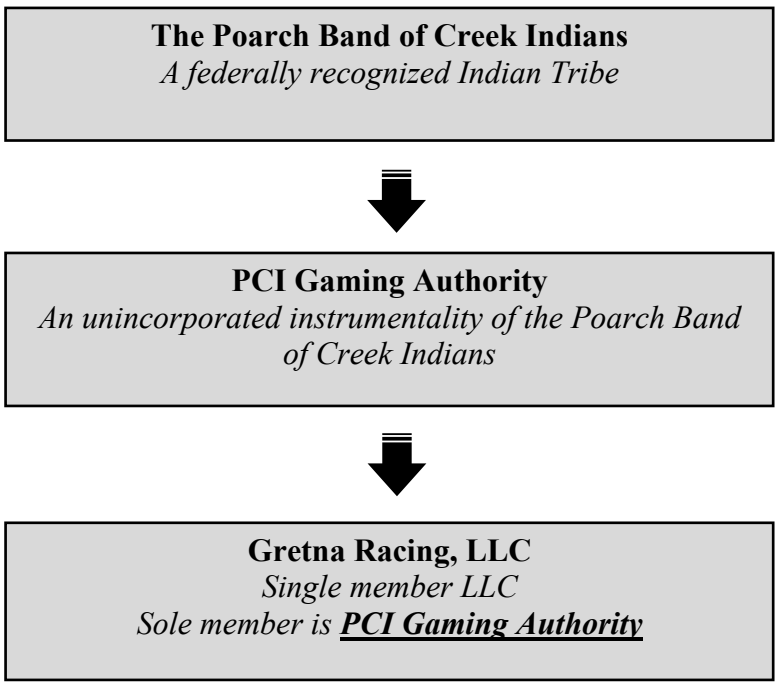
Entity	Post-Transfer Ownership Interest in Permit 155 and Related Gaming Assets
Gretna Racing, LLC	100%

Ownership Structure

Upon completion of the transfer, Gretna Racing, LLC ("Gretna") will be the sole owner of pari-mutuel permit 155 and the related gaming assets.

PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians ("PBCI"), a federally recognized Indian Tribe, is the managing member of Gretna and owns 100% of the membership interests in Gretna.

PBCI, through PCI Gaming Authority, owns 100% of the membership interests in Gretna. Under the U.S. Constitution and federal law, PBCI is considered to be a sovereign nation. The gaming assets of PBCI are held by PCI Gaming Authority and the individual Tribal members have no ownership of any of the assets of the Tribe, just as the citizens of the state of Florida do not have ownership of the State's assets. PBCI has adopted its own constitution and legal code. Members of the Tribe elect Tribal Council members and the Tribal Council is the Tribe's legislative body that enacts laws applicable to the Tribe and the property that is held in trust by the U.S. government. None of the employees, officers, directors, or Tribal members of PBCI or PCI Gaming Authority have any ownership in the Tribal assets.



WIND CREEK®

MIAMI, FL

COMPULSIVE GAMBLING PROGRAM

December 2022

COMPULSIVE GAMBLING

We at Gretna Racing, LLC d/b/a Magic City Casino and, ultimately, Wind Creek ("Wind Creek") have partnered with the Florida Council on Compulsive Gaming (FCCG) to create a safe and entertaining gaming environment for all of our customers and employees. This program's primary goal is to help persons adversely affected by difficulties due to addictive and compulsive gambling problems.

What is a Self-Exclusion Program and How Does It Work?
Self-Exclusion is a process that allows a patron to request to be banned from legalized gaming activities and to be prohibited from collecting any winnings, recovering any losses or accepting complimentary gifts or services or any other thing of value at a casino. While not a panacea, self-exclusion programs are an integral component to any responsible gaming program. Self-exclusion is an option that allows patrons to remove themselves from the temptation to gamble. Often, patrons request to be self-excluded in instances when they have lost control over their gambling and are no longer in charge of their behavior. Self-exclusion is not a contract by which a casino must keep the patron out of the casino. Rather it is a tool to be used by a patron, preferably used in conjunction with some form of treatment, in order to refrain from gambling.

The Florida Council on Compulsive Gambling commits to a program that includes:

- Operating the State toll-free confidential hotline 1-888-ADMIT IT;
- Developing Prevention, Education and Outreach Programs;
- Training Medical and other Health Care professionals to assess and treat;
- Conducting and sponsoring research;
- Creating Educational training programs for Government Agencies, Gaming Operators and other organizations;
- Working with Legal, Criminal Justice and Judicial representatives regarding Compulsive Gambling related cases; and
- Designing Special Programs for Impaired Professionals, Youth and Young Adults, and Older Adults.
- A Statewide Speakers' Bureau is also offered.

Wind Creek has joined the FCCG in their commitment as part of a Responsible Gaming and Player Protection Program (RGPPP). The Company has adopted a Compulsive Gaming Policy and training program. Our Program Manager is our Vice President of Human Resources who reports to our Chief Operating Officer, to ensure the administration and implementation of the program is with our commitment to the FCCG. The program includes Compulsive or Addictive Gambling Prevention training which is administered to all team members who are required to attend training within thirty (30) days of his/her hire date and annually

thereafter. The program includes printed materials to educate our patrons and training for our employees on the following:

- Characteristics and symptoms of compulsive gambling behavior;
- Identification of vulnerable populations, including women, low-income patrons, the elderly and persons who abuse drugs;
- Techniques to be employed when a compulsive gambling problem is identified or suspected and to reflect our facility's commitment to helping patrons who are experiencing difficulties;
- Assistance and referral programs, including specific resources and training, on how to discuss compulsive gambling with a patron and give advice concerning access to available services;
- Acknowledge and demonstrate awareness that our services could impact upon this segment of population;
- Increase the public's awareness of a 24-hour help line service that provides problem gambling-specific information and resource referral options to persons in need;
- Reduce harm to identified problem gamblers by cutting off certain options and limiting losses through the availability of a request for voluntary exclusion from the casino;
- Enable designated and trained staff to provide assistance to customers experiencing difficulty through established protocols and dissemination of information;
- Reflect that the facility's advertising and marketing focus is not geared toward the gambling population that experiences problems;
- Recognize that problem gamblers are not good for business and their behaviors can publicly taint an operator's reputation;
- Internally provide support and employee assistance to facility staff that may be experiencing a problem;
- Establish protections that will ultimately aid gamblers, their families, the communities in which they live and society as a whole
- Establish signs and strategies that assist our employees for identifying persons who may be under the age of 21 years of age
- Provide notification to compulsive or addictive gamblers of the availability to request voluntary exclusion from our facility

We maintain a computerized log containing the names, dates of training and instructors to ensure that training has been completed according to rule.

TRAINING PROGRAM

IN ORDER TO CREATE A RESPONSIBLE GAMING AND PLAYER PROTECTION PROGRAM (RGPPP), WE NEED TO MAKE SURE THAT ALL EMPLOYEES OF THE WIND CREEK GAMING FACILITY RECEIVE THE PROPER TRAINING AND UNDERSTAND HOW TO MAINTAIN AN ENJOYABLE GAMING EXPERIENCE FOR ALL. WITHIN 30 DAYS OF HIRE DATE, EMPLOYEES WILL BE TRAINED TO BE ABLE TO:

- Realize the role and importance of WIND CREEK's Responsible Gaming and Player Protection Program;
- Identify the characteristics and symptoms of problem/compulsive gambling;
- Identify vulnerable populations, including women, low-income patrons, the elderly and persons who abuse drugs;
- Recognize the effects of gambling on occupational and legal concerns;
- Acknowledge the similarities and differences between gambling and alcohol and substance abuse;
- Understand the correlation between gambling, other risk-taking behaviors, bankruptcy and suicide;
- Utilize warning signs and strategies for identifying persons who may be under the age of 21 years of age
- Utilize warning signs and strategies for identifying persons who may benefit from receiving information about services and assistance for a gambling problem;
- Apply techniques to be employed when a compulsive gambling problem is identified or suspected;
- Give assistance and give referral to programs, including specific resources and training on how to discuss compulsive gambling with a patron, and give advice on how to access available services;
- Inform persons experiencing a gambling problem of the availability to request voluntary exclusion from the facility.

Materials for training are provided to the WIND CREEK's employees by the FCCG.

The purpose of this program is to enable WIND CREEK to provide information and support to patrons and personnel in need of assistance for a gambling problem.

Follow up training will be conducted on an annual basis.

Voluntary self-exclusion

In instances when a person has lost control of their gambling and is no longer in charge of their behaviors, it might be time to provide this gambler with an opportunity to exclude him/herself from returning to the establishment for a minimum period up to a lifetime. In recognition that there are people who cannot responsibly engage in gambling activities, we have opted to implement a program to allow these customers to voluntarily self-exclude themselves from the facility, as well as restrict the customer's access to its casino programs and services.

The primary point is that members of the gaming industry do not benefit in the long-term from excessive gambling behavior. In the end, problem gamblers often are unable to pay their lines of credit or debts owed and can negatively impact upon a facility's business.

At Wind Creek we offer one year, two year, five year and lifetime options for self-exclusion. Patrons on the self-exclusion list will be denied player club memberships, complimentary goods and services, junket participation and all other casino privileges and benefits. Self-excluded patrons are also excluded from targeted mailings, telemarketing promotions, player club materials or other promotional information relating to gaming or other activities at our facility.

Wind Creek may pursue self-exclusion in instances when the gaming facility receives substantial, reliable written information that a patron does not responsibly engage in gambling activities (from family members, friends, therapists and/or public sources). Wind Creek retains the right to exclude a person in particular cases, pending circumstances presented, Wind Creek may examine a person's gambling behavior at our facility in order to determine if and when this person may be gambling at the detriment to him/herself. When patron interaction follows receipt of a third-party report, the third party must agree that s/he will be identified to the patron as having made the report.

In instances where a patron who has Self-Excluded from the property requests that his/her exclusion be lifted, that patron may be asked to provide a written statement outlining the reason for the request. A review committee consisting of the Chief Gaming Officer, Director of Compliance, Director of Security, Director of Surveillance and Director of Guest Services, will review each request to determine validity. If approved by the committee, requests will be forwarded to the Division and the patron advised of the required 14 day waiting period before exclusion may be removed.

These and similar requests may be reviewed by legal counsel to ensure compliance with state laws. It is also important to note that access to gambling onsite at the facility by any patron during the exclusion period, resulting in any winnings, will result in winnings being withheld by the facility.

REQUEST FOR VOLUNTARY EXCLUSION FROM WIND CREEK

This form is to be completed by a person requesting self-exclusion from gaming activities at Wind Creek. All information contained on this form is confidential.

PLEASE PRINT OR TYPE THE ANSWERS TO THE FOLLOWING QUESTIONS IN THE SPACES PROVIDED

1. NAME:

_____
LAST (INCLUDE SR., JR., ETC., IF APPLICABLE) FIRST MIDDLE

2. ARE YOU KNOWN BY ANY OTHER NAME OR NAMES? YES NO
IF YES, LIST THE ADDITIONAL NAME(S) BELOW (INCLUDE MAIDEN NAME, ALIASES, NICKNAMES OR ANY OTHER NAME)

_____

3. HOME ADDRESS:

_____
NUMBER AND STREET APT#

_____
CITY STATE ZIP CODE

4. PRIMARY TELEPHONE NUMBER: _____
AREA CODE + NUMBER

5. SOCIAL SECURITY NUMBER*: _____
**DISCLOSURE OF YOUR SOCIAL SECURITY NUMBER IS VOLUNTARY.*

6. DRIVERS LICENSE #: _____

7. DATE OF BIRTH: _____/_____ /_____
MONTH DAY YEAR

8. HEIGHT: _____ 9. WEIGHT: _____ 10. GENDER: _____

11. HAIR COLOR: _____ 12.EYE COLOR: _____ 13. RACE/ETHNICITY: _____

14. OTHER DISTINGUISHING CHARACTERISTICS: _____
(TATTOOS, BIRTHMARKS, IF APPLICABLE)

15. TYPE OF VEHICLE: _____ 16. LICENSE PLATE #: _____

17. MINIMUM SELF-EXCLUSION PERIOD (Circle One):
ONE YEAR TWO YEARS FIVE YEARS LIFETIME

WAIVER AND RELEASE

I hereby release and forever discharge Wind Creek and its employees and agents from any liability to me and my heirs, administrators, executors and assigns for any harm, monetary or otherwise, which may arise out of or by reason of any act or omission relating to this request for self-exclusion or my request for removal from the Self-Exclusion List including (1) its processing or enforcement, (2) permitting me to engage in gaming activity in the licensed facility while on the list of self-excluded persons, and (3) disclosure of the information contained in the self-exclusion request or list, except for a willfully unlawful disclosure of such information.

ACKNOWLEDGMENT

I understand English or have had an interpreter read and explain this form to me from _____.
(Language)

☐ I am voluntarily requesting exclusion from all gaming activities at Wind Creek because I am a problem gambler. I certify that the information that I have provided above is true and accurate, and that I have read and understand and agree to the waiver and release included with this request for self-exclusion.

☐ I am aware that my signature below authorizes the Wind Creek to direct its employees and agents to restrict my gaming activities in accordance with this request and, unless I have requested to be excluded for life, until such time as the facility removes my name from the self-exclusion list in response to my written request to terminate my voluntary self-exclusion.

☐ I am aware and agree that during any period of self-exclusion, I shall not collect any winnings or recover any losses resulting from any gaming activity at the facility, and that any money or thing of value obtained by me from, or owed to me by, Wind Creek as a result of wagers made by me while on the self-exclusion list shall be subject to forfeiture.

☐ I understand if I enter the Gaming Establishment, I will be escorted off the property and be subject to trespass charges. I understand fully that the ultimate responsibility to limit my access to the Gaming Establishment remains mine alone.

I have read and understood the Instructions and Request for Voluntary Exclusion from Wind Creek.

APPLICANT'S SIGNATURE: _____ DATE: _____

==========

DO NOT WRITE BELOW ----- FOR AUTHORIZED PERSONNEL USE ONLY

==========

TYPE OF I.D. OFFERED: _____

I certify that the signature of the person requesting the suspension of their gaming privileges appears to agree with that contained on the above identification credentials, and any physical description or photograph of the person appears to agree with his or her actual appearance.

_____
Date

VENDOR LIST

COMPANY NAME	ADDRESS		LICENSE #	LICENSE EXPIRE		STATUS
AGS, LLC	5475 SOUTH DECATUR BLVD SUITE 100 LAS VEGAS, NV 89118	Primary	8281949	6/30/2023	Slot Business	Current
AINSWORTH GAME TECHNOLOGY LTD	10 HOLKER STREET NENINGTON NSW, 99 2127	Primary	7929049	6/30/2024	Slot Business	Current
ARISTOCRAT TECHNOLOGIES INC	10220 ARISTOCRAT WAY LAS VEGAS, NV 89135	Primary	7830421	6/30/2024	Slot Business	Current
ARUZE GAMING AMERICA, INC	955 GRIER DRIVE SUITE A LAS VEGAS, NV 89119	Primary	8587586	6/30/2025	Slot Business	Current
CUMMINS-ALLISON CORP	852 FEEHANVILLE DR MT. PROSPECT, IL 60056	Primary	7934408	6/30/2025	Slot Business	Current
CURRENCY COUNTING LLC	2201 MOUNT ROAD ASTON, PA 19014	Primary	10809371	6/30/2024	Slot Business	Current
EVERI GAMES, INC.	7250 S TENAYA WAY, SUITE 100 LAS VEGAS, NV 89113	Primary	9943621	6/30/2024	Slot Business	Current
IGT INC	6355 S. BUFFALO DRIVE LAS VEGAS, NV 89113-2133	Primary	7800936	6/30/2024	Slot Business	Current
INCREDIBLE TECHNOLOGIES CASINO GAMES INC	200 CORPORATE WOODS PARKWAY VERNON HILLS, IL 60061	Primary	8801896	6/30/2024	Slot Business	Current
INTERBLOCK USA, LC	1106 PALMS AIRPORT DRIVE LAS VEGAS, NV 89119-3730	Primary	8759471	6/30/2025	Slot Business	Current
KONAMI GAMING, INC	585 KONAMI CIRCLE LAS VEGAS, NV 89119	Primary	7883140	6/30/2024	Slot Business	Current
LIGHTNING SLOT MACHINES, LLC	23 CREEK CIRCLE, SUITE 400 BOOTHWYN, PA 19061	Primary	9823078	6/30/2024	Slot Business	Current
MEDIA DELIVERY SYSTEMS	6171 NW 72ND AVE MIAMI, FL 33166	Primary	12160513	6/30/2025	Slot Business	Current
NAO VENTURES INC (DBA MAVERICK INTERNATIONAL)	6155 NW 72 AVE MIAMI, FL 33166	Primary	11938935	6/30/2024	Slot Business	Current
NRT TECHNOLOGY CORPORATION	10 COMPASS COURT TORONTO, ONTARIO, 99 M1S 5R3	Primary	7860084	6/30/2024	Slot Business	Current
PATRIOT GAMING & ELECTRONICS,INC	217 N. LINDBERG GRIFFITH,IN 46319	Primary	8605145	6/30/2025	Slot Business	Current
REEL GAMES, INC	1501 NE 13TH AVENUE FORT LAUDERDALE, FL 33304	Primary	7830710	6/30/2024	Slot Business	Current
SECG, LLC	8362 PINES BOULEVARD, SUITE 330 PEMBROKE PINES, FL 33024	Primary	11387717	6/30/2023	Slot Business	Current
SERVICE CENTRAL INC	3321 LOUIS SHERMAN DRIVE STEGER, IL 60475	Primary	8566232	6/30/2024	Slot Business	Current
SG GAMING INC (DBA SCIENTIFIC GAMES)	6601 SOUTH BERMUDA ROAD LAS VEGAS, NV 89119-3605	Primary	7805891	6/30/2024	Slot Business	Current
SUZOHAPP GAMING SOLUTIONS, LLC	1385 PAMA LANE, UNIT 100 LAS VEGAS, NV 89119	Primary	8032829	6/30/2025	Slot Business	Current
TOTAL KEY CONTROL, INC	7777 NORTH WICKHAM ROAD MELBOURNE, FL 32940	Primary	10764411	6/30/2025	Slot Business	Current
ZUUM USA,LLC	10161 PARK RUN DRIVE, SUITE 150 LAS VEGAS, NV 89145	Primary	10535996	6/30/2023	Slot Business	Current
HECHT INVESTMENTS, LTD.	866 PONCE DE LEON, CORAL GABLES, FL33134,	Primary	13422541	6/30/2025	Slot Business	Current

Exhibit 8 – Written Policy in Compliance with Section 551.104(4)(i)1.-4., Florida Statutes

It is the policy of the Gretna Racing, LLC ("Gretna") to employ, purchase and contract from residents of the State of Florida whenever possible.

It is our policy to:

1. Identify through the use of such sources as other industry members, both with the State and nationally, as well as, through the utilization of local sources, including the City of Miami, from which the facility is contractually obligated to employ 25% of its workforce; the State of Florida's Office of Supplier Diversity and other state and local governmental agencies which maintain vendor lists, and specific vendors providing relevant goods and services. Preference in the supply of goods and services will first be given to such in-state vendors, including minority vendors.
2. Post opportunities for employment on internet based sites targeting local residents. Gretna will also use the internet-based job listing system of the Department of Economic Opportunity for advertising employment opportunities.
3. Gretna will utilize the same procedures set forth in subsection (1) above, relative to opportunities for construction services.

Gretna is and has always been an equal opportunity employer. It maintains a separate office for Human Resources. The Vice President of Human Resources is specifically charged with the duty and responsibility of ensuring compliance with Gretna's Equal Opportunity Employment Policies.

Exhibit 9 – Written Policy for Drug-Free Workplace

Each team member must complete a pre-employment drug test and any possible future random testing. Documentation signed by the team member stating that he or she understands that the slot machine facility is a drug free workplace and a violation of said policy is grounds for termination will be maintained in the team member's personnel file.

Exhibit 10 – Disclosure of Proceedings or Judgements that would Affect the License Status of the Applicant or an Affiliate of the Applicant

Gretna Racing, LLC ("Gretna") is not aware of any administrative, civil, or criminal proceedings and/or any judgments initiated by any governmental agency or any other state or federal agency that would affect the license status of Gretna or any affiliate of Gretna pursuant to sections 550.054 and 550.1815, Florida Statutes.

CONFIDENTIAL AND EXEMPT FROM DISCLOSURE PURSUANT TO SECTIONS 119.071(3)(a)2., 688.001 - 688.009, 815.04, & 815.045, FLORIDA STATUTES

INTERNAL CONTROLS

December 2022

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INTERNAL CONTROLS CERTIFICATION

The Slot Machine Licensees System of Internal Controls (IC) for Gretna Racing, LLC d/b/a Magic City and, ultimately, Wind Creek ("Wind Creek") is submitted to the Division of Pari-Mutuel Wagering (the "Division") as part of a request for licensure to operate the Wind Creek in Miami-Dade County.

The Senior Officers, Executives and Management signatories below attest to its conformity with Chapter 551, Florida Statutes and Rule 61D-14 to ensure:

Administrative Controls are in place with procedures and records that detail authorization of transactions;
Accounting Controls are in place to ensure that:

I. transactions are executed in accordance with managements general authorization;
II. transactions are recorded to permit preparation of financial statements in conformity with generally accepted accounting principles;
III. access to assets is permitted only in accordance with management authorization;
IV. the recorded accountability for assets shall be compared with existing assets at set intervals and corrective action shall be taken with respect to any differences.

An access-controlled environment exists with a defined organizational structure assigning responsibilities and authority that ensures the segregation of duties and a verifiable audit trail for all transactions or changes made to taxable financial data initially recorded.

A current version of the Internal Controls is maintained in the Accounting, Slot and Surveillance Departments. Previous internal control documents are kept on site.

Authorized Signatures:

_____ Chief Executive Officer

_____ Chief Operating Officer

Director of Surveillance

Director of Slot Machine Operations

Director of Security

Chief Financial Officer

Chief Legal Officer

MICHAEL YAWORSKY, VIC CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

VIA EMAIL TO COUNSEL

January 24, 2023

Gretna Racing, LLC
c/o PCI Gaming Authority
303 Poarch Rd
Atmore, AL 36502

Re: Permit Transfer and Annual Slot Machine License Applications, dated January 13, 2023.

To whom it may concern:

As an initial matter, the Florida Gaming Control Commission ("Commission") received a permit transfer application ("initial application") from PCI Gaming Authority ("PCIGA"), an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe, through its wholly owned subsidiary Wind Creek Miami, LLC ("Wind Creek") on October 6, 2022. PCIGA was seeking the Commission's authorization to transfer Permit 155 ("Permit") from West Flagler Associations, Ltd. ("West Flagler") to Wind Creek. To that end, PCIGA had executed an asset purchase agreement to purchase the Permit from West Flagler. The initial application was deemed complete as of November 18, 2022.

On January 13, 2023, the Commission received a separate permit transfer application targeting the Permit, which was accompanied by an annual slot machine license application (together the "subsequent applications"). Pursuant to a cover letter attached to the subsequent applications, PCIGA was seeking to "amend" its initial application. Specifically, PCIGA substituted Gretna Racing, LLC ("Gretna") as the applicant transferee in place of Wind Creek, as evidenced by a letter dated January 9, 2023, wherein, PCIGA designated Gretna as its designee subject to the terms and conditions of the executed asset purchase agreement between PCIGA and West Flagler. Additionally, Gretna is now listed as the applicant for an annual slot machine gaming license.

The subsequent applications submitted by PCIGA on January 13, 2023, to effectuate the transfer of the Permit, contain a number of discrepancies. In that regard, please address the following:

1. Form 3040 and attachments thereto.

    a. *Form 3040.* Form 3040 is completed to identify the applicant as Gretna Racing, LLC d/b/a Magic City Casino. However, pursuant to the State of Florida, Division of Corporations' official State of Florida website ("Sunbiz"), the only owner of the "Magic City Casino" is West Flagler Associates, LTD. Please explain the discrepancy between the fictitious name information provided in Form 3040 and the information available on Sunbiz and, if necessary, modify the application to reflect the correct fictitious name for Gretna, if one is registered with Sunbiz.

b. *Exhibit 1 - "Transferee's Interest in Florida Pari-mutuel Permits."* Pursuant to the application, the transferee/applicant is Gretna. However, Exhibit 1 appears to provide ownership interests for PCI Gaming Authority ("PCIGA"), who is neither the applicant nor the transferee. Accordingly, please revise Exhibit 1 to remove references to PCIGA and identify the ownership interests held by Gretna Racing, LLC, as the applicant, in any permitholder or facility.

c. *Exhibit 3*. Please provide written documentation of PCIGA's assignment of rights to purchase Purchased Assets and to assume Assumed Liabilities to Gretna Racing, LLC, executed by both parties (for example, an Assignment Agreement) or an applicable alternative thereto.

2. Form 3190.

a. Form 3190 identifies the organization as Gretna Racing, LLC d/b/a Magic City Casino. As mentioned in section 1.a. above, Gretna is not registered as the owner of "Magic City Casino" on Sunbiz. Please explain this discrepancy and, if necessary, modify the application to reflect the correct fictitious name for Gretna, if one is registered with Sunbiz.

b. Please explain the discrepancy between the new managers of Gretna identified in the January 13, 2023, cover letter to the application (Timothy Manning, Westly Woodruff, Teresa Poust, and Eddie Tullis) and the new managers of Gretna identified in Form 3190 (Timothy Manning, James Dorris, Teresa Poust, Eddie Tullis, Joseph Quinn, Brent Pinkston, and Westly Woodruff.)

c. Form 3190 is executed by Brent Pinkston as the COO of the sole manager. However, pursuant to the application, PCIGA is no longer a managing member of Gretna. Please address this discrepancy.

d. According to the January 23, 2023, annual report filed by Gretna with Sunbiz, PCIGA is the managing member of Gretna; the change to the governance structure is not reflected on Sunbiz. Please explain the discrepancy between Form 3190, which identifies seven persons as managers and does not identify PCIGA as a manager, and the January 23, 2023 annual report available on Sunbiz.

3. Form 3400.

a. *Form 3400*. The most recently amended Form 3400 identifies the organization as Gretna Racing, LLC d/b/a Magic City Casino. As mentioned in section 1.a. above, Gretna is currently not registered as an owner of the fictitious name "Magic City Casino" on Sunbiz. Please explain this discrepancy and, if necessary, modify the application to reflect the correct fictitious name for Gretna, if one is registered with Sunbiz.

b. *Form 3400*. The application is executed by Brent Pinkston as COO of the sole manager. However, pursuant to Form 3190, it appears that while PCIGA remains the

sole member of Gretna, it is no longer a manager of Gretna. Please explain this discrepancy.

c. *Exhibit 5 - Gretna Racing, LLC's Interest in Other Florida Pari-mutuel Permits*. Despite the title, this exhibit provides information regarding PCIGA's ownership interests in Gretna and PGR. Please amend Exhibit 5 to provide information regarding Gretna's ownership interests in other Florida PMW permits.

d. The application includes documents that are labeled as Wind Creek documents, including the security plan, the surveillance plan, the compulsive gambling program, the vendor list, and the internal controls. Each document identifies Gretna Racing, LLC d/b/a Magic City and ultimately, Wind Creek, as the permitholder. Please address the discrepancy between the application, which identifies its fictitious name as Magic City Casino, currently not registered to Gretna, and the documents, which refer to Wind Creek.

Please note that this list is not exhaustive, meaning the Commission may identify additional discrepancies or deficiencies as it continues to review the subsequent applications and related materials.

Additionally, the following individuals listed in the subsequent applications will need to submit license upgrade applications:

1. Teresa Proust;
2. Eddie Tullis; and
3. Westly Woodruff.

The Commission plans on addressing the initial and subsequent applications at its next public meeting, currently scheduled for February 8, 2023. In the meantime, please let me know if you have any questions or concerns.

Thank you for your time and consideration.

Sincerely,

Joe Dillmore, Director
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

cc: Ross Marshman, General Counsel, Florida Gaming Control Commission

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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FIRM/AFFILIATE OFFICES
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HONG KONG
LONDON
MUNICH
PARIS
SÃO PAULO
SEOUL
SHANGHAI
SINGAPORE
TOKYO
TORONTO

January 27, 2023

Joe Dillmore, Director
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399

RE: Permit Transfer and Annual Slot Machine License Applications, dated January 13, 2023

Dear Mr. Dillmore:

We are writing on behalf of our client, PCI Gaming Authority ("PCIGA"), an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe, in response to your letter dated January 24, 2023 (the "January 24 Letter") seeking certain clarifying information in connection with the "subsequent applications" (as defined in the January 24 Letter) made by PCIGA to the Florida Gaming Control Commission.

We are writing to provide a response to the clarifying request in Item 1.c. of the January 24 Letter and understand responses to the balance of the requests are being provided under separate cover.

Item 1.c. of the January 24 Letter requested:

> "*Please provide written documentation of PCIGA's assignment of rights to purchase Purchased Assets and to assume Assumed Liabilities to Gretna Racing, LLC, executed by both parties (for example, an Assignment Agreement) or an applicable alternative thereto.*"

Pursuant to Sections 2.01 and 2.03 of the Asset Purchase Agreement, dated as of September 20, 2022, between West Flagler Associates, Ltd. and PCIGA (the "Asset Purchase Agreement") PCIGA is entitled to designate an affiliate to purchase the Purchased Assets and assume the Assumed Liabilities (each as defined in the Asset Purchase Agreement). Pursuant to a letter dated January 9, 2023, which is attached hereto as Exhibit A, PCIGA has designated Gretna Racing, LLC to act in such capacity. As a result and pursuant to Article III of the Asset Purchase Agreement, at the closing of the transactions contemplated by the Asset Purchase Agreement, Gretna Racing, LLC and West Flagler will each execute the closing deliverables listed below and attached hereto, which will effect the assignment of the Purchased Assets to Gretna Racing, LLC and assumption of the Assumed Liabilities by Gretna Racing, LLC.

1. Bill of Sale (Exhibit B)
2. Intellectual Property Assignment Agreement (Exhibit C)
3. Deed (Exhibit D)
4. Recordable Assignment of Development Agreement (Exhibit E)
5. Vehicle Bill of Sale (Exhibit F)

* * *

If you have any questions concerning the foregoing, or require any further information, please feel free to contact me at (212) 735-2726 or by email at Thaddeus.Hartmann@skadden.com or my partner Howard Ellin, at (212) 735-2438 or Howard.Ellin@skadden.com.

Very truly yours,

Thaddeus P. Hartmann

Thaddeus P. Hartmann

Enclosures

cc: Lori Stinson
Attorney General
Poarch Band of Creek Indians

John Lockwood
The Lockwood Law Firm

Howard Ellin
Skadden, Arps, Slate, Meagher & Flom LLP

Gretna Racing, LLC Designation Letter

(Exhibit A)

WIND CREEK HOSPITALITY

Jay Dorris
President & Chief Executive Officer
303 Poarch Rd.
Atmore, AL, 36502
T: (251) 446-4210
jdorris@windcreekhospitality.com

January 9, 2023

West Flagler Associates, Ltd.
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
Email: ssavin23@gmail.com
alex@bwhcapital.com

Re: Asset Purchase Agreement, dated as of September 20, 2022 (as amended, restated, or otherwise modified from time to time, the "Agreement"), by and between West Flagler Associates, Ltd., a Florida limited partnership ("Seller") and PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("PCIGA").

Dear Sirs:

Pursuant to Sections 2.01 and 2.03 of the Agreement, PCIGA hereby designates Gretna Racing, LLC, a Florida limited liability company and an Affiliate of PCIGA ("Designee"), to, subject to the terms and conditions set forth in the Agreement, at the Closing, (i) purchase from Seller and its Affiliates, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's and/or its Affiliates' right, title and interest in, to and under the Purchased Assets and (ii) assume and agree to pay, perform and discharge when due the Assumed Liabilities (the actions described in the preceding clauses (i) and (ii) are collectively referred to herein as the "Purchase"). Designee, in lieu of PCIGA, shall execute and deliver such Ancillary Documents as are necessary or appropriate to fully effect such designation. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

On October 10, 2022, PCIGA sent Seller a letter designating Wind Creek Miami LLC, a Delaware limited liability company to carry out the Purchase (the "October 10 Letter"). This letter rescinds and replaces the October 10 Letter in its entirety in all respects.

Should you have any questions with respect to the foregoing, please feel free to contact James Dorris, Buyer's President, at jdorris@WindCreek.com.

Sincerely,

PCI Gaming Authority

By: _____
Name: James Dorris
Title: President

Bill of Sale

(Exhibit B)

Exhibit E
Form of Bill of Sale

BILL OF SALE, ASSIGNMENT & ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT & ASSUMPTION AGREEMENT** is dated as of [•], 2023 (this "Agreement") and entered into by and between (a) WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Seller"), and (b) GRETNA RACING, LLC, a Florida limited liability company ("Buyer"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined hereafter).

Recitals

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as [•], 2022 (the "Asset Purchase Agreement"), by and between Seller and PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe and affiliate of Buyer, at the Closing Seller has agreed to and to cause its Affiliates to sell, assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to purchase from Seller and its Affiliates, all of Seller's and/or its Affiliates' right, title, and interest in, to and under the Purchased Assets upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, Buyer has agreed to pay, perform and discharge when due the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto hereby agree as follows:

Agreement

1. Purchased Assets. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's and/or its Affiliates' right, title and interest in, to and under all of the Purchased Assets; provided, however, that the Purchased Assets shall not include any of the Excluded Assets.

2. Assumed Liabilities. Buyer hereby assumes and agrees to pay, perform, and discharge when due, the Assumed Liabilities; provided, however, that the Assumed Liabilities shall not include any of the Excluded Liabilities.

3. Asset Purchase Agreement. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided, and subject to the limitations set forth, in the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

4. Effective Time. This Agreement shall be effective as of the Closing.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns..

6. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

7. Limited Waiver of Sovereign Immunity. Section 10.11 of the Asset Purchase Agreement is hereby incorporated by reference *mutatis mutandis.*

8. Headings. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: _____
Name: Scott Savin
Title: Authorized Signatory

BUYER:

GRETNA RACING, LLC, a Florida limited liability company

By: _____
Name:
Title:

Intellectual Property Assignment

(Exhibit C)

EXHIBIT G
Form of Intellectual Property Assignment

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment"), dated as of [•], 2023 (the "Effective Date"), is made by WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Assignor") and GRETNA RACING, LLC, a Florida limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined herein have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe and affiliate of Assignee, have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated September 20, 2022, pursuant to which at the Closing Seller has agreed to and to cause its Affiliates to sell, assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to purchase from Seller and its Affiliates, all of Seller's and/or its Affiliates' right, title, and interest in, to and under the Purchased Assets upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain Intellectual Property Assets of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee..

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment of Intellectual Property. Assignor hereby unconditionally and irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors, and assigns, and Assignee hereby purchases, all of Assignor's right, title, and interest, throughout the world, in and to the following (the "Assigned IP"):

(a) all trademarks, including the registrations and applications, set forth in Schedule A attached hereto and made a part hereof, and any and all common law rights relating thereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) all rights, benefits, and privileges of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the exclusive right to apply for and maintain all registrations, renewals and/or extensions for any and all of the foregoing;

(c) any and all royalties, fees, income, payments and other proceeds nor or hereafter due or payable with respect to any and all of the foregoing;

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all applicable rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, to extent allowable under applicable law and any insurance related thereto; and

(e) any other right, benefit or privilege of any kind whatsoever necessary or appropriate for Assignee to fully and entirely stand in the place of Assignor in all matters related to the Assigned IP.

3. Recordation and Further Actions. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record Assignee as the owner of the Assigned IP, and to issue any and all Assigned IP to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect and evidence its ownership of the Assigned IP. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. Nothing in this Assignment shall be deemed to supersede or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided, and subject to the limitations set forth, in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. Limited Waiver of Sovereign Immunity. Section 10.11 of the Purchase Agreement is hereby incorporated by reference *mutatis mutandis*.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Amendments. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

8. Headings. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date by their respective officers thereunto duly authorized.

ASSIGNOR:

WEST FLAGLER ASSOCIATES LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

By: _____
Name: Scott Savin
Title: Authorized Signatory

ASSIGNEE:

GRETNA RACING, LLC, a Florida limited liability company

By: _____
Name:
Title:

Schedule A
Assigned IP

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
STAGE 305	43: Providing a general purpose indoor venue facility for concerts, comedy shows, and other special events and performances	US	87/321814	2/2/17	5294894	9/26/17
MAGIC CITY CASINO	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	77/513092	7/2/08	3723955	12/8/09
MAGIC CITY CASINO	41: Casinos	US	77/854770	10/22/09	3836213	8/17/10
PUT A LITTLE MAGIC IN YOUR NIGHT	41: Casinos	US	87/907379	5/4/18	5705170	3/19/19
	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	87/921527	5/15/18		10/8/19
MAGIC CITY RACING	25: Clothing, namely, shirts, hats, sweatshirts, shorts, and sweatpants	US	88/235791	12/19/18	5998738	2/25/20
MAGIC CITY CASINO	38: Streaming of video and audio material on the Internet, in the field of live sporting events 41: Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in	US	88/260394	1/14/19	5935514	12/17/19

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
	the field of beauty pageants; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media; Night club services					
MAGIC CITY CASINO	38: Providing live-stream video and audio entertainment content in the field of sporting events on the Internet 41: Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in the field of beauty pageants; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media; Night club services	US	88/260281	1/14/19	5878231	
MAGIC CITY CASINO	41: Casinos	US	88/429117	5/14/19	5942547	12/24/19
MAGIC CITY	38: Streaming of video and audio material on the Internet, in the field of live sporting events	US	88/260525	1/14/19	Not yet registered	

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
	41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and operating competitions in the field of beauty pageants; Entertainment, namely, providing an Internet website portal in the field of sporting events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media					
	38: Live streaming of video and audio entertainment material in the field of sporting events on the Internet 41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Special event planning for social entertainment purposes; Entertainment, namely, live music concerts; Entertainment services, namely, arranging, organizing, and	US	88/260201	1/14/19	5900985	11/5/19

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
	operating competitions in the field of beauty pageants; Entertainment, namely, providing an Internet website portal in the field of sporting events; Night club services; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media					
MAGIC CITY	41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Entertainment, namely, live music concerts; Entertainment, namely, providing an Internet website portal in the field of sporting events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media	FL State	T20000001364	12/7/20	T20000001364	12/7/20
MAGIC CITY CASINO	41: Entertainment services, namely, casino gaming; Conducting and providing facilities for casino gaming contests and tournaments; Providing casino services featuring a casino players rewards program; Casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits; Entertainment, namely, live music concerts; Entertainment, namely, providing an Internet website portal in the field of	FL State	T20000001363	12/7/20	T20000001363	12/7/20

Mark	Good/Services	Country	Application No.	Date Filed	Registration No.	Registration Date
	sporting events; Entertainment in the nature of providing a web site featuring live sporting events broadcast over audio and video media					
MAGIC CITY	41: Entertainment services, namely, casino gaming; conducting and providing facilities for casino gaming contests and tournaments; providing casino services featuring a casino players rewards program A; casino services in the nature of a frequent players club incentive program featuring stored value membership cards for redeeming cash, discounts, and other benefits associated with casinos	US	90/693054	5/6/21	Not yet registered	

Special Warranty Deed

(Exhibit D)

PREPARED BY:

Eric D. Rapkin, Esq.
Akerman LLP
201 East Las Olas Boulevard, Suite 1800
Ft. Lauderdale, Florida 33301

RECORD AND RETURN TO:

_____
_____
_____
_____

Property Appraiser's No.: Tax Folio No.(s) _____

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made as of this _____ day of _____, 2023, between WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership (the "Grantor"), whose address is 401 N.W. 38th Court, Miami, Florida 33126, and GRETNA RACING, LLC, a Florida limited liability company (the "Grantee").

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, that certain real property lying and being in the County of Miami-Dade, State of Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Property").

SUBJECT TO taxes and assessments for the year 2022 and subsequent years, all matters set forth on Exhibit "B," attached hereto and made a part hereof, and all zoning and other governmental regulations, without reimposing same.

To have and to hold the same in fee simple forever.

And Grantor does hereby fully warrant the title to the Property, subject as aforesaid, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

WITNESSES:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

_____
Print Name:_____

By:_____
Name:_____
Its:_____

_____
Print Name:_____

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 by _____, as _____ of Southwest Florida Enterprises, Inc., a Florida corporation, on behalf of the corporation, which corporation is general partner of WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership, on behalf of the limited partnership. He/She is personally known to me or produced a valid driver's license as identification.

_____
Notary Public
Print name:_____

My commission expires:

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Tract “A”, Amended Plat of Airline Center, according to the plat thereof as recorded in Plat Book 33, Page 77, of the Public Records of Miami-Dade County, Florida.

AND

The North 289.91 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4, less the East 35.0 feet and less the South 25.0 feet thereof; and the East 225.0 feet of the North 289.91 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4, less the South 25.0 feet and less the West 25.0 feet thereof; and the East 225.0 feet of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, less the West 25.0 feet and less the North 35.0 feet thereof, all lying in Section 5, Township 54 South, Range 41 East in the City of Miami, Dade County, Florida. Less the external area formed by a 25.0 foot radius curve at the Southeast corner of the parcel herein described, said curve being tangent to the East and South lines of said parcel.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

Recordable Assignment of Development Agreement

(Exhibit E)

PREPARED BY:

Eric D. Rapkin, Esq.
Akerman LLP
201 East Las Olas Boulevard, Suite 1800
Ft. Lauderdale, Florida 33301

RECORD AND RETURN TO:

_____
_____
_____
_____

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT** (this "Agreement") is dated as of [•], 2023 (the "Effective Date") and entered into by and between WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership ("Assignor"), and GRETNA RACING, LLC, a Florida limited liability company ("Assignee").

Recitals

WHEREAS, Assignor and the City of Miami, Florida are parties to that certain Development Agreement Between City of Miami, Florida and West Flagler Associates, Ltd. Regarding Slot Machines at Flagler Dog Track Property recorded June 24, 2008 in Official Records Book 26447, Page 4735, of the Public Records of Miami-Dade County, Florida (the "Development Agreement"), pertaining to the Property (as defined in the Development Agreement), as more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, pursuant to that certain Special Warranty Deed of even date herewith, Assignor conveyed the Property to Assignee; and

WHEREAS, the parties desire to confirm the assignment of the Development Agreement to Assignee in accordance with Section 29 of the Development Agreement.

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

Agreement

1. Assignment and Assumption. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the Development Agreement. Assignee hereby assumes and agrees to pay, perform, and discharge when due the obligations of Assignor under the Development Agreement arising prior to, on or after the Effective Date.

2. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

4. Headings. Section titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

WITNESSES:

ASSIGNOR:

WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership

By: Southwest Florida Enterprises, Inc., a Florida corporation, its general partner

_____
Print Name:_____

By: _____
Name: Scott Savin
Title: Authorized Signatory

_____
Print Name:_____

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023 by Scott Savin, as Authorized Signatory of Southwest Florida Enterprises, Inc., a Florida corporation, on behalf of the corporation, which corporation is general partner of WEST FLAGLER ASSOCIATES, LTD., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or produced a valid driver's license as identification.

_____
Notary Public
Print name:_____

My commission expires:

WITNESSES:

ASSIGNEE:

GRETNA RACING, LLC, a Florida limited liability company

By: _____
Name:
Title:

_____
Print Name:_____

_____
Print Name:_____

STATE OF [___])
)ss:
COUNTY OF [___])

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023 by _____, as _____ of GRETNA RACING, LLC, a Florida limited liability company, on behalf of the instrumentality. He/She is personally known to me or produced a valid driver's license as identification.

_____
Notary Public
Print name:_____

My commission expires

Exhibit A

Legal Description

Vehicle Bill of Sale

(Exhibit F)

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale"), dated as of [•], 2023, is made and entered into by and among (i) GRETNA RACING, LLC, a Florida limited liability company ("Buyer"), and (ii) SOUTHWEST FLORIDA ENTERPRISES, INC., a Florida corporation ("Seller" and together with Buyer, each, a "Party", and collectively, the "Parties"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined hereafter).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as [•], 2022 (the "Asset Purchase Agreement"), by and between West Flagler Associates, Ltd., a Florida limited partnership and an Affiliate of Seller ("Flagler") and PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe and affiliate of Buyer, at the Closing Flagler has agreed to and to cause its Affiliates to sell, assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to purchase from Flagler and its Affiliates, all of Flagler's and its Affiliates' right, title, and interest in, to and under the Purchased Assets upon the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, Seller owns the vehicle set forth on Exhibit A attached hereto and made part of this Bill of Sale that is a Purchased Asset under the Asset Purchase Agreement (as used herein, the "Purchased Assets"); and

WHEREAS, Seller desires to sell, assign, transfer, convey, and deliver to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. For good and valuable consideration, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's and/or its Affiliates' right, title and interest in, to and under all of the Purchased Assets.

2. Seller's Representations and Warranties.

a. Organization of Seller. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and has all necessary corporate power and authority to, and is duly qualified and licensed to, own, operate or lease the Purchased Assets, operated or leased by it and to carry on its business as currently conducted. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets as currently conducted makes such licensing or qualification necessary.

b. Authority of Seller. Seller has all necessary power and authority to execute, enter into and deliver this Bill of Sale, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Bill of Sale, the performance by Seller of its obligations hereunder and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller. This Bill of Sale has been duly executed and delivered by Seller, and

(assuming due authorization, execution and delivery by Buyer) this Bill of Sale constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3. Further Assurances. Following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.

4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Limited Waiver of Sovereign Immunity.

a. The waiver of sovereign immunity set forth in this Section 5 is for the limited purpose of permitting any Action of any kind, whether in contract or tort, statutory or common law, legal or equitable, of any nature (inclusive of claims and counterclaims, actions for equitable or provisional relief, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) now existing or hereafter arising, directly or indirectly, out of, relating to, in connection with or in any way pertaining to this Bill of Sale, and enforcing any judgments, awards and orders, whether arising in law or in equity, rendered pursuant to the terms and conditions of this Bill of Sale and any claims or other causes of action alleging Fraud or Willful Breach by Buyer in connection with this Bill of Sale or the transactions contemplated hereby ("Legal Proceedings"). Seller acknowledges that Buyer is an instrumentality of the Tribe, and, as such, it possesses sovereign immunity from Legal Proceedings. Nothing in this Bill of Sale shall be deemed to be a waiver of Buyer or any of Buyer's Affiliates and their respective Representatives' sovereign immunity from Legal Proceedings, which immunity is expressly reserved, except as set forth in this Section 5.

b. Buyer hereby expressly and irrevocably waives in favor of Seller and its Affiliates and each of their Affiliates' respective Representatives (the "Seller Parties") the respective sovereign immunity from Legal Proceedings of Buyer and all defenses based thereon from Legal Proceedings, subject to the provisions of this Section 5. The waiver of sovereign immunity from Legal Proceedings in this Section 5 (the "Limited Sovereign Immunity Waiver") is not in favor of any person other than the Seller Parties. The Limited Sovereign Immunity Waiver shall apply only to those Legal Proceedings asserted by any of the Seller Parties against Buyer.

c. Each of Seller and Buyer agree that an Action may be brought exclusively (i) in any Delaware Court, (ii) subject to the consent of the Seller Parties, in any court or other dispute resolution forum of the Tribe (each, a "Tribal Court") and (iii) solely to enforce any Governmental Order taken or issued by a Delaware Court or a Tribal Court (each, a "Judicial Action"), in any Delaware Court, a Tribal Court or in any other court in jurisdictions where any assets of Buyer are located or which are necessary for enforcement of a Judicial Action (each, an "Enforcement Court").

d. Seller's recourse for satisfying any judgments against Buyer shall be asserted (i) first, against any net revenues of Buyer's operations that are not designated for tribal government programs and services; and (ii) second, to the extent the assets described in the

foregoing clause (i) are insufficient or otherwise not reasonably available or identifiable, against any other assets of Buyer; PROVIDED, HOWEVER, IN EACH CASE, THAT NO INTEREST IN LAND, PERSONAL PROPERTY (INCLUDING FIXTURES AND TRADE FIXTURES), WHETHER TANGIBLE OR INTANGIBLE, LEGAL OR BENEFICIAL, VESTED OR CONTINGENT, OR ANY OCCUPANCY OR OTHER RIGHTS OR ENTITLEMENTS THEREIN OR RELATED THERETO, IN EACH CASE TO THE EXTENT HELD IN TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE TRIBE, BUYER, OR ANY AFFILIATE OF BUYER, SHALL BE SUBJECT TO ATTACHMENT, EXECUTION, LIEN, JUDGMENTS OR OTHER ENFORCEMENT OR SATISFACTION OF ANY KIND, IN WHOLE OR IN PART, WITH RESPECT TO ANY CLAIM AGAINST BUYER OR ANY OF ITS AFFILIATES ON ANY BASIS WHATSOEVER. Nothing in this Section 5 is intended to increase or expand any liability of Buyer hereunder or toll any statute of limitations applicable to Buyer's obligations hereunder.

e. The Limited Sovereign Immunity Waiver is a waiver solely of the Buyer and not a waiver of the sovereign immunity of the Tribe or any other person, nor shall it extend to any Action against the Tribe or any of its Affiliates (other than Buyer), and shall not be deemed a waiver of the rights, privileges, and immunities of the Tribe or any of its Affiliates (other than Buyer). The Limited Sovereign Immunity Waiver shall expire with respect to any Action at the conclusion of the last to occur of (i) the end of any applicable survival period for commencement of such Action in accordance with this Bill of Sale and (ii) the conclusion of such Action (including all appeals and enforcement actions related thereto or arising thereunder).

f. With respect to any Actions subject to this Section 5, Buyer hereby expressly, irrevocably and unconditionally (i) waives all rights to have the Actions commenced, heard or considered in any Tribal Court (even if the Tribal Court shall have original or concurrent jurisdiction on the matter or the Tribe or any Governmental Authority of the Tribe shall have regulatory authority with respect thereto), irrespective of the doctrines of exhaustion of tribal remedies, abstention, comity or otherwise, (ii) consents to the jurisdiction of each Delaware Court, Tribal Court and Enforcement Court (each, an "Approved Court"), (iii) waives any claim that any Approved Court is an inconvenient forum, and (iv) agrees not to commence or permit to be maintained any Action in a Tribal Court without the express written consent thereto by each beneficiary of this Section 5 who is a party to such Action in each instance, and to promptly cause dismissal of any Action commenced in a Tribal Court for which such consent has not been given.

g. Buyer hereby irrevocably and unconditionally consents to the service of any process, summons, notice or document with respect to any Action that is subject to the Limited Sovereign Immunity Waiver expressly set forth in this Section 5 in the manner provided for providing notices in this Bill of Sale, provided that nothing herein will affect the right of Seller or Buyer to serve process in any other manner permitted by applicable Law.

6. Amendments. This Bill of Sale may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

7. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (iii) on the date sent by e-mail (with confirmation of transmission such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment) or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth under the signatures hereto.

8. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first above written.

SELLER:

SOUTHWEST FLORIDA ENTERPRISES, INC., a Florida corporation

By: _____
Name: Scott Savin
Title: Authorized Signatory

Notices to Seller:

Southwest Florida Enterprises, Inc.
866 Ponce De Leon Blvd
Coral Gables, FL 33134
Attention: Scott Savin
Alexander Havenick
E-mail: [redacted]

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

Akerman LLP
201 E. Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 3330
Attention: Tamara Malvin
Edward Ristaino
Eric Rapkin
E-mail: tamara.malvin@akerman.com
edward.ristaino@akerman.com
eric.rapkin@akerman.com

BUYER:

GRETNA RACING, LLC

By: _____
Name:
Title:

Notices to Buyer:

Gretna Racing, LLC
c/o PCI Gaming Authority d/b/a Wind Creek Hospitality
303 Poarch Rd.
Atmore, AL, 36502
Attention: James Dorris
Arthur Mothershed
Lori Stinson
E-mail: [redacted]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001-8602
Attention: Howard L. Ellin
Thaddeus P. Hartmann
Email: Howard.Ellin@skadden.com
Thaddeus.Hartmann@skadden.com

Exhibit A
Purchased Assets

Year	Make	Model	VIN
2017	Toyota	Camry	[redacted]

January 27, 2023

Via Electronic Mail (Clerk@fgcc.fl.gov)

Joe Dillmore, Director
Division of Pari-mutuel Wagering
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399

Re: Response to Request for Additional Information
January 13, 2023, Permit Transfer and Annual Slot Machine License Applications

Dear Director Dillmore:

This correspondence is provided on behalf of PCI Gaming Authority ("PCIGA"), an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe, for the purpose of responding to the Florida Gaming Control Commission's January 24, 2023, request for additional information relating to PCIGA's January 13, 2023, applications for the transfer of permit 155 and for an annual slot machine license.

1. Form 3040 attachments thereto.

(a) *Form 3040*. Form 3040 is completed to identify the applicant as Gretna Racing, LLC d/b/a Magic City Casino. However, pursuant to the State of Florida, Division of Corporations' official State of Florida website ("Sunbiz"), the only owner of the "Magic City Casino" is West Flagler Associates, LTD. Please explain the discrepancy between the fictitious name information provided in Form 3040 and the information available on Sunbiz and, if necessary, modify the application to reflect the correct fictitious name for Gretna, if one is registered with Sunbiz.

Response
As more fully detailed in response to request 1.c., pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of September 20, 2022, between West Flagler Associates, Ltd. ("West Flagler") and PCIGA. PCIGA has designated Gretna Racing, LLC to purchase from West Flagler substantially all of its assets related to Magic City Casino, including, among other assets, certain intellectual property used in connection with the business of Magic City Casino (see Section 2.01(g) of the Asset Purchase Agreement).

At the closing of the purchase contemplated by the Asset Purchase Agreement, West Flagler is obligated to deliver an executed Intellectual Property Assignment Agreement (see Section 3.02(a)(iv) of the Asset Purchase Agreement), a copy of the form of which is included with the correspondence and associated documents from Skadden, Arps,

Slate, Meagher, & Flom, LLP, dated January 27, 2023, attached hereto. Pursuant to the Intellectual Property Assignment Agreement (and Section 2.01 of the Purchase Agreement), upon closing, West Flagler will transfer and assign, among other rights, all trademarks set forth in Schedule A thereto, which includes the "Magic City Casino" mark and related marks (including the Florida State Trademark for MAGIC CITY CASINO with Registration No. T20000001363), to Gretna Racing, LLC.

Upon the closing of the transactions contemplated by the Asset Purchase Agreement, Gretna Racing, LLC intends to register to do business under the name "Magic City Casino" with the State of Florida Division of Corporations.

(b) *Exhibit 1 - "Transferee's Interest in Florida Pari-mutuel Permits."* Pursuant to the application, the transferee/applicant is Gretna. However, Exhibit 1 appears to provide ownership interests for PCIGA, who is neither the applicant nor the transferee. Accordingly, please revise Exhibit 1 to remove references to PCIGA and identify the ownership interests held by Gretna Racing, LLC, as the applicant, in any permitholder or facility.

Response
To provide full disclosure of any affiliated ownership interests, the application included the ownership interests of PCIGA, Gretna's ultimate equitable owner, in Florida pari-mutuel permits. An amended Exhibit 1, which only includes Gretna's ownership interests in Florida pari-mutuel permits, is attached.

(c) *Exhibit 3*. Please provide written documentation of PCIGA's assignment of rights to purchase Purchased Assets and to assume Assumed Liabilities to Gretna Racing, LLC, executed by both parties (for example, an Assignment Agreement) or an applicable alternative thereto.

Response

Please the attached correspondence and associated documents from Skadden, Arps, Slate, Meagher, & Flom, LLP, dated January 27, 2023.

2. Form 3190.

(a) Form 3190 identifies the organization as Gretna Racing, LLC d/b/a Magic City Casino. As mentioned in section 1.a. above, Gretna is not registered as the owner of "Magic City Casino" on Sunbiz. Please explain this discrepancy and, if necessary, modify the application to reflect the correct fictitious name for Gretna, if one is registered with Sunbiz.

Response
Please see the response to section 1.a. above.

(b) Please explain the discrepancy between the new managers of Gretna identified in the

January 13, 2023, cover letter to the application (Timothy Manning, Westly Woodruff, Teresa Poust, and Eddie Tullis) and the new managers of Gretna identified in Form 3190 (Timothy Manning, James Dorris, Teresa Poust, Eddie Tullis, Joseph Quinn, Brent Pinkston, and Westly Woodruff.)

Response
Gretna is a wholly-owned subsidiary of PCIGA. As reflected on Sunbiz, PCIGA is the sole member and manager of Gretna. PCIGA was, and will remain, as the sole member and manager of Gretna. The seven individuals listed on the Form 3190 submitted with the application are PCIGA's officers and directors.

(c) Form 3190 is executed by Brent Pinkston as the COO of the sole manager. However, pursuant to the application, PCIGA is no longer a managing member of Gretna. Please address this discrepancy.

Response
As discussed in the response to section 2.b. above, PCIGA remains the sole member and manager of Gretna. Brent Pinkston is the COO of PCIGA and lawfully signed the application as an officer of the manager. *See* §605.04074(2)(b), Fla. Stat.

(d) According to the January 23, 2023, annual report filed by Gretna with Sunbiz, PCIGA is the managing member of Gretna; the change to the governance structure is not reflected on Sunbiz. Please explain the discrepancy between Form 3190, which identifies seven persons as managers and does not identify PCIGA as a manager, and the January 23, 2023 annual report available on Sunbiz.

Response
As discussed in the response to section 2.b. above, PCIGA is the sole member and manager of Gretna.

3. Form 3400.

(a) *Form 3400*. The most recently amended Form 3400 identifies the organization as Gretna Racing, LLC d/b/a Magic City Casino. As mentioned in section 1.a. above, Gretna is currently not registered as an owner of the fictitious name "Magic City Casino" on Sunbiz. Please explain this discrepancy and, if necessary, modify the application to reflect the correct fictitious name for Gretna, if one is registered with Sunbiz.

Response
Please see the response to section 1.a. above.

(b) *Form 3400.* The application is executed by Brent Pinkston as COO of the sole manager. However, pursuant to Form 3190, it appears that while PCIGA remains the sole member of Gretna, it is no longer a manager of Gretna. Please explain this discrepancy.

Response
Please see the response to section 2.c. above.

(c) *Exhibit 5 - Gretna Racing, LLC's Interest in Other Florida Pari-mutuel Permits.* Despite the title, this exhibit provides information regarding PCIGA's ownership interests in Gretna and PGR. Please amend Exhibit 5 to provide information regarding Gretna's ownership interests in other Florida PMW permits.

Response
Please see the response to section 1.b. above. An amended Exhibit 5, which only includes Gretna's ownership interests in Florida pari-mutuel permits, is attached.

(d) The application includes documents that are labeled as Wind Creek documents, including the security plan, the surveillance plan, the compulsive gambling program, the vendor list, and the internal controls. Each document identifies Gretna Racing, LLC d/b/a Magic City and ultimately, Wind Creek, as the permitholder. Please address the discrepancy between the application, which identifies its fictitious name as Magic City Casino, currently not registered to Gretna, and the documents, which refer to Wind Creek.

Response
As discussed in response to section 1.a. above, Gretna will obtain the rights to the name "Magic City Casino" upon closing. For some period following closing, Gretna will continue to operate the facility under the Magic City Casino name. Ultimately, Gretna intends to transition the name and branding of the facility from Magic City Casino to Wind Creek, Wind Creek Miami, or a similar name. The documents were labeled as Wind Creek in anticipation of this transition.

To remove any confusion, the attached cover pages for the security plan, surveillance plan, compulsive gambling program, and internal controls, and the vendor list have been updated to include the Magic City Casino logo.

Finally, please note that license upgrade applications for Teresa Poust, Eddie Tullis, and Westly Woodruff have been filed with the Division of Pari-mutuel Wagering.

Thank you for your time and consideration in reviewing this important matter and please let us know if you have any questions or need any additional information.

Sincerely,

John M. Lockwood

cc: Louis.Trombetta@fgcc.fl.gov
Ross.Marshman@fgcc.fl.gov
Joe.Dillmore@fgcc.fl.gov

Amended Exhibit 1 – Transferee's Interest in Florida Pari-mutuel Permits

Permit Number	Facility	Transferee's Interest
542	Creek Entertainment Gretna	The permit is 100% owned by Gretna Racing, LLC d/b/a Creek Entertainment Gretna ("CEG"). CEG is wholly owned by PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe.

Amended Exhibit 5 – Gretna Racing, LLC's Interest in Other Florida Pari-mutuel Permits

Permit Number	Facility	Transferee's Interest
542	Creek Entertainment Gretna	The permit is 100% owned by Gretna Racing, LLC d/b/a Creek Entertainment Gretna ("CEG"). CEG is wholly owned by PCI Gaming Authority, an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe.

MAGIC CITY
CASINO

SECURITY PLAN

MAGIC CITY
CASINO

SURVEILLANCE PLAN

COMPULSIVE GAMBLING PROGRAM

December 2022

MAGIC CITY
CASINO

INTERNAL CONTROLS

December 2022

VENDOR LIST

COMPANY NAME	ADDRESS		LICENSE #	LICENSE EXPIRE		STATUS
AGS, LLC	5475 SOUTH DECATUR BLVD SUITE 100 LAS VEGAS, NV 89118	Primary	8281949	6/30/2023	Slot Business	Current
AINSWORTH GAME TECHNOLOGY LTD	10 HOLKER STREET NENINGTON NSW, 99 2127	Primary	7929049	6/30/2024	Slot Business	Current
ARISTOCRAT TECHNOLOGIES INC	10220 ARISTOCRAT WAY LAS VEGAS, NV 89135	Primary	7830421	6/30/2024	Slot Business	Current
ARUZE GAMING AMERICA, INC	955 GRIER DRIVE SUITE A LAS VEGAS, NV 89119	Primary	8587586	6/30/2025	Slot Business	Current
CUMMINS-ALLISON CORP	852 FEEHANVILLE DR MT. PROSPECT, IL 60056	Primary	7934408	6/30/2025	Slot Business	Current
CURRENCY COUNTING LLC	2201 MOUNT ROAD ASTON, PA 19014	Primary	10809371	6/30/2024	Slot Business	Current
EVERI GAMES, INC.	7250 S TENAYA WAY, SUITE 100 LAS VEGAS, NV 89113	Primary	9943621	6/30/2024	Slot Business	Current
HECHT INVESTMENTS, LTD	866 PONCE DE LEON, CORAL GABLES FL 33134	Primary	13422541	6/30/2025	Slot Business	Current
IGT INC	6355 S. BUFFALO DRIVE LAS VEGAS, NV 89113-2133	Primary	7800936	6/30/2024	Slot Business	Current
INCREDIBLE TECHNOLOGIES CASINO GAMES INC	200 CORPORATE WOODS PARKWAY VERNON HILLS, IL 60061	Primary	8801896	6/30/2024	Slot Business	Current
INTERBLOCK USA, LC	1106 PALMS AIRPORT DRIVE LAS VEGAS, NV 89119-3730	Primary	8759471	6/30/2025	Slot Business	Current
KONAMI GAMING, INC	585 KONAMI CIRCLE LAS VEGAS, NV 89119	Primary	7883140	6/30/2024	Slot Business	Current
LIGHTNING SLOT MACHINES, LLC	23 CREEK CIRCLE, SUITE 400 BOOTHWYN, PA 19061	Primary	9823078	6/30/2024	Slot Business	Current
MEDIA DELIVERY SYSTEMS	6171 NW 72ND AVE MIAMI, FL 33166	Primary	12160513	6/30/2025	Slot Business	Current
NAO VENTURES INC (DBA MAVERICK INTERNATIONAL)	6155 NW 72 AVE MIAMI, FL 33166	Primary	11938935	6/30/2024	Slot Business	Current
NRT TECHNOLOGY CORPORATION	10 COMPASS COURT TORONTO, ONTARIO, 99 M1S 5R3	Primary	7860084	6/30/2024	Slot Business	Current
PATRIOT GAMING & ELECTRONICS,INC	217 N. LINDBERG GRIFFITH,IN 46319	Primary	8605145	6/30/2025	Slot Business	Current
REEL GAMES, INC	1501 NE 13TH AVENUE FORT LAUDERDALE, FL 33304	Primary	7830710	6/30/2024	Slot Business	Current
SECG, LLC	8362 PINES BOULEVARD, SUITE 330 PEMBROKE PINES, FL 33024	Primary	11387717	6/30/2023	Slot Business	Current
SERVICE CENTRAL INC	3321 LOUIS SHERMAN DRIVE STEGER, IL 60475	Primary	8566232	6/30/2024	Slot Business	Current
SG GAMING INC (DBA SCIENTIFIC GAMES)	6601 SOUTH BERMUDA ROAD LAS VEGAS, NV 89119-3605	Primary	7805891	6/30/2024	Slot Business	Current
SUZOHAPP GAMING SOLUTIONS, LLC	1385 PAMA LANE, UNIT 100 LAS VEGAS, NV 89119	Primary	8032829	6/30/2025	Slot Business	Current
TOTAL KEY CONTROL, INC	7777 NORTH WICKHAM ROAD MELBOURNE, FL 32940	Primary	10764411	6/30/2025	Slot Business	Current
ZUUM USA,LLC	10161 PARK RUN DRIVE, SUITE 150 LAS VEGAS, NV 89145	Primary	10535996	6/30/2023	Slot Business	Current

January 30, 2023

Via Electronic Mail (Clerk@fgcc.fl.gov)
Louis Trombetta
Executive Director
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399

Re: Supplement to Amended Permit Transfer Application

Dear Director Trombetta:

This correspondence is provided on behalf of PCI Gaming Authority ("PCIGA"), an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian Tribe, for the purpose of supplementing its application for the transfer of pari-mutuel permit 155 from West Flagler Associates, Ltd. to Gretna Racing, LLC to include its business plan for the pari-mutuel facility. Please note that the business plan is identical to business plan submitted to the Florida Gaming Control Commission on December 15, 2022, except that the references to "Wind Creek Hospitality" have been removed.

Thank you for your time and consideration and please let us know if you have any questions or need any additional information.

Sincerely,

John M. Lockwood

cc: Louis.Trombetta@fgcc.fl.gov

CONFIDENTIAL AND EXEMPT FROM DISCLOSURE PURSUANT TO SECTIONS 688.001 - 688.009, 815.04, AND 815.045, FLORIDA STATUTES

Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, FL 32399
https://www.fgcc.fl.gov

PCI Gaming Authority/Gretna Racing, LLC
303 Poarch Rd
Atmore, AL 36502

RE: Magic City Casino Business Plan

To whom it may concern,

On September 20, 2022, PCI Gaming Authority (the "Company"), an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe, entered into a definitive Asset Purchase Agreement with West Flagler Associates, Ltd, (the "Seller") to acquire the facility known as "Magic City Casino" located at 450 NW 37th Avenue, Miami, Florida 33123 and substantially all its business-related assets including, but not limited to, pari-mutuel permit and other gaming licenses (the "Property").

[redacted]

[redacted]

[redacted]

LOCKWOOD LAW FIRM

February 1, 2023

Via Electronic Mail (Clerk@fgcc.fl.gov)
Louis Trombetta
Executive Director
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399

Re: Updated Supplement to Amended Permit Transfer Application

Dear Director Trombetta:

This correspondence is provided on behalf of Gretna Racing, LLC to submit an updated business plan related to its acquisition of pari-mutuel permit #155. Please note that the attached business plan replaces the business plan filed on January 30, 2023, which was submitted in error.

Thank you for your time and consideration and please let us know if you have any questions or need any additional information.

Sincerely,

John M. Lockwood

cc: Louis.Trombetta@fgcc.fl.gov

CONFIDENTIAL AND EXEMPT FROM DISCLOSURE PURSUANT TO SECTIONS 688.001 - 688.009, 815.04, AND 815.045, FLORIDA STATUTES

Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, FL 32399
https://www.fgcc.fl.gov

Gretna Racing, LLC
303 Poarch Rd
Atmore, AL 36502

RE: Magic City Casino Business Plan

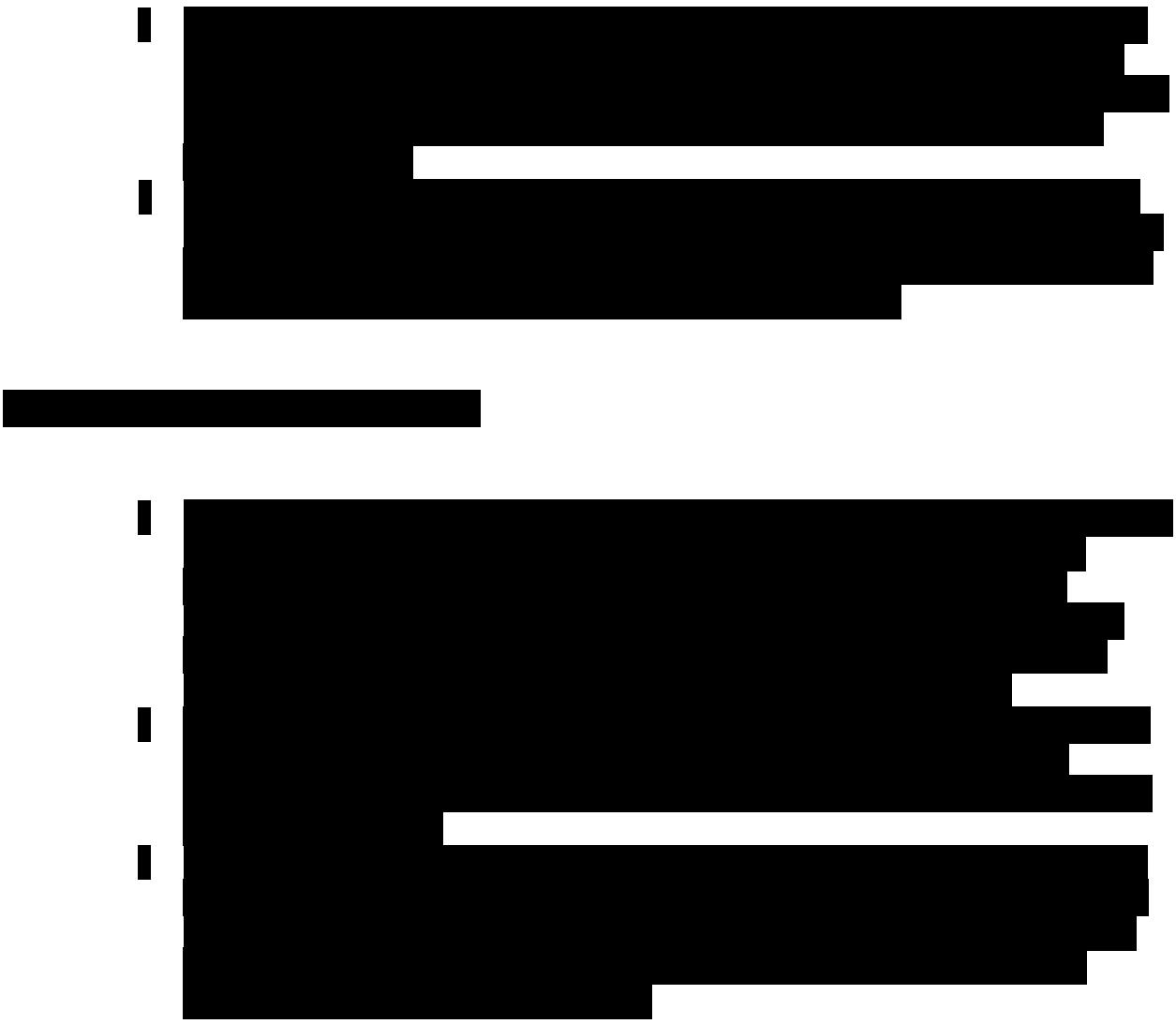
To whom it may concern,

On September 20, 2022, Gretna Racing, LLC's sole member and manager (the "Buyer") entered into a definitive Asset Purchase Agreement with West Flagler Associates, Ltd, (the "Seller") to acquire the facility known as "Magic City Casino" located at 450 NW 37th Avenue, Miami, Florida 33123 and substantially all its business-related assets including, but not limited to, pari-mutuel permit and other gaming licenses (the "Property"). Pursuant to certain provisions in the Asset Purchase Agreement, the Buyer has assigned the right to purchase the Property and to assume the associated liabilities to Gretna Racing, LLC (the "Company").

[redacted]

[redacted]

[redacted]



3. Discussion of recommended orders

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	Ramsey Zimmerman v. FGCC; Case No. 2022-015909; License Denial
Date:	February 2, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to adopt the hearing officer's recommended order denying Ramsey Zimmerman's ("Applicant") application for a Pari-Mutuel Wagering Individual Occupational License. Applicant applied for a Pari-Mutuel Wagering Individual Occupational License on January 6, 2022. Applicant submitted a request for waiver on January 27, 2022. Applicant has two felony convictions. On June 24, 2022, the Division of Pari-Mutuel Wagering issued a notice of intent to deny. Applicant requested an informal hearing pursuant to section 120.57(2), Florida Statutes. A hearing was held on November 16, 2022 in person in Tallahassee, Florida. The hearing officer recommended denying Applicant's license. Therefore, the Florida Gaming Control Commission should adopt the hearing officer's recommended order.

Pertinent Facts

On January 6, 2022, Applicant submitted their application to the Division of Pari-Mutuel Wagering for a Pari-Mutuel Wagering Individual Occupational License. Upon review of the completed application, it appears that Applicant was convicted of two felony crimes in the state of Florida. Specifically, Applicant was convicted of Grand Theft of a Motor Vehicle in 2019 and Grand Theft in 2018.

Prior to the informal hearing held on November 16, 2022, Applicant submitted one letter of recommendation. At the informal hearing, Applicant testified to the circumstances that led to this denial and provided testimony from one witness. Following the hearing, the hearing officer issued a recommended order denying

Applicant's license. On February 2, 2022, Petitioner filed exceptions to the Recommended Order.[1]

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."

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[1] Exceptions to recommended orders submitted to an agency by an administrative law judge are allowed. *See, e.g.,* §§ 120.57(1)(b), (f), (k), (m), Fla. Stat. Exceptions to recommended orders submitted to an agency from an informal hearing officer, however, are not contemplated. *See generally* § 120.57(2), Fla. Stat.

Section 550.105(5)(c), Florida Statutes, provides in pertinent part that:

> "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

Rule 61D-5.006(2), Florida Administrative Code, provides that "[t]he applicant shall establish proof of rehabilitation and demonstrate good moral character."

Staff Recommendation: The Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission issue a final order adopting the hearing officer's recommended order in case number 2022-015909, and deny Applicant's application for licensure.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

RAMSEY ZIMMERMAN

Petitioner,

v.

FGCC Case No.: 2022-015909

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

RESPONDENT'S PROPOSED RECOMMENDED ORDER

THIS MATTER came before Elizabeth Stinson, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on November 16, 2022, in Tallahassee, Florida, in accordance with the provisions of Sections 120.569 and 120.57(2), Florida Statutes, for consideration of Mr. Ramsey Zimmerman's ("Petitioner") petition for a hearing in response to the Commission's Letter of License Denial filed in Case Number 2022-015909. The Commission was represented by Emily A. Alvarado, Deputy Chief Attorney. Petitioner appeared represented by David Romanik, Esq. and the hearing was held in person in Tallahassee, Florida. Both sides were permitted to present witnesses, offer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On or about January 6, 2022, Petitioner submitted to the Commission a Pari-Mutuel Wagering Professional Individual Occupational License application.

2. On January 27, 2022, Petitioner submitted a request for waiver.

3. On or about June 24, 2022, the Commission filed a Letter of License Denial, seeking to deny Petitioner's license application based on his criminal record, which includes two felony convictions.

4. On July 14, 2022, Petitioner requested a formal hearing pursuant to Section 120.57(1), Florida Statutes. This case was referred to the Division of Administrative Hearings, but after conferring with Petitioner's counsel, jurisdiction was relinquished back to the Commission for an informal hearing pursuant to Section 120.57(2), Florida Statutes.

5. Prior to the informal hearing, the Commission received one letter of recommendation from Ian Brennan dated October 13, 2022.

6. The October 13, 2022 letter stated that Mr. Brennan has known Petitioner since he was a jockey and hired Petitioner to work for him on several occasions.

7. Mr. Brennan stated that he remembers Petitioner to be very successful during his time as a jockey prior to the convictions and that he was unaware of any negative rumors regarding Petitioner.

8. Mr. Brennan hired Ramsey as an exercise rider at Stonestreet training center based on his resume and prior experiences. He further stated that Petitioner was a model employee and showed no signs of substance abuse.

9. The October 13, 2022 letter was added to the investigative packet that was provided to the Hearing Officer prior to the hearing.

10. A hearing pursuant to Section 120.57(2), Florida Statutes, was held on November 16, 2022, during which the Commission presented the issues raised in the Letter of License Denial.

11. At the hearing, Petitioner explained the circumstances that led to the two felony convictions.

12. Petitioner explained that the convictions occurred during a time where he was on a horrific diet, which ultimately led to an eating disorder. He also stated that he was taking weight loss pills and was using illegal substances in order to lower his weight.

13. Petitioner explained that he was constantly seeking to lower his weight in order to improve as a jockey. He further testified that this was a common issue with jockeys.

14. When asked about the Grand Theft conviction that occurred at Palm Meadows Training Center, he stated that he was extremely faint and hot from working with the horses for many hours. He also stated that he knew the owner of the vehicle and at the moment felt he was entitled to use it, although he had his own vehicle at the facility.

15. Petitioner further testified that as soon as he realized what he had done, he drove the vehicle to owner's barn at Gulfstream Park, spoke with the chaplain about what had occurred, and was arrested for the incident.

16. Petitioner explained that he was sentenced to jail for twelve months, which was a brutal and horrific experience, but he has not used any drugs or weight loss substances since his sentence. Petitioner completed his probation in 2020.

17. Since his release, he has been involved in the horse sale business and is involved with a horse cartridge business.

18. Petitioner stated that he has been in contact with a top trainer, Mr. Brennan, who allowed him to work as an exercise rider at Stonestreet training center.

19. Petitioner stated that he has been a trained jockey since the age of 16 and had a very successful career prior to the convictions. He has a strong desire to return to this career path.

20. Petitioner also presented one witness via video conference call, Dr. Gregory Fox ("Dr. Fox").

21. Dr. Fox is a veterinary doctor with a specialty in orthopedic work for horses.

22. Dr. Fox was a horse trainer from 2005 to 2011 and hired Petitioner as a trainer on some occasions.

23. Dr. Fox stated that he had limited contact with Petitioner prior to the convictions as it is uncommon for jockeys and trainers to frequently interact. He testified that his interactions with Petitioner were rare.

24. Since learning of Petitioner's attempt to obtain a license in Florida, Dr. Fox has spoken to Petitioner on a few occasions and believes that he should receive a license.

25. Dr. Fox stated that he ultimately hired Petitioner as a jockey because he was known to be very reliable and talented. He stated that Petitioner had an excellent reputation and was known to be honest.

26. He testified that when he learned of the convictions, he was very surprised. He had never heard of Petitioner having drug or nutrition issues from other members of the horse racing community.

27. He also stated that he has worked for Stonestreet training center before and that it is his opinion that Stonestreet training center would not hire people with serious issues.

28. He was aware that there is a serious weight loss and fitness issue with jockeys in the horse racing industry.

29. When asked if he is familiar with the best practices as it pertains to jockeys, Dr. Fox stated that he is not familiar with the best practices for jockeys, but that he is familiar with the best practices for equine care and race track care.

30. At the hearing, the Hearing Officer granted the Commission's motion to accept the findings of fact in the Letter of License Denial as the undisputed facts in the case and accepted the investigative packet into the record.

31. Petitioner also attempted to offer into evidence six final orders filed by the Division and one granted waiver filed by the Division. The Hearing Officer took judicial notice of these documents on November 22, 2022.

FINDINGS OF FACT

32. On November 20, 2019, Petitioner was convicted of Grand Theft of a Motor Vehicle, a felony in Broward County, Florida in Case No. 062017CF014352A88810.

33. On March 19, 2018, Petitioner was convicted of Grand Theft- Statutory Theft, a felony in Marion County, Florida in Case No. 422017CF003913CFAXXX.

CONCLUSIONS OF LAW

34. The Hearing Officer has jurisdiction over this matter and the parties pursuant to Section 120.57(2), Florida Statutes.

35. The Commission has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

36. Section 550.105(5)(b), Florida Statutes, states, in pertinent part:

> 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.

37. Pursuant to Section 550.105(5)(b), Florida Statutes, Petitioner's felony convictions are disqualifying offenses.

38. Section 550.105(5)(c), Florida Statutes, states, in pertinent part, that "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

39. Respondent failed to establish good moral character or rehabilitation as set out in Section 550.105(5)(c), Florida Statutes.

40. There is competent substantial evidence to support the conclusions of law.

PROPOSED RECOMMENDED ORDER

WHEREFORE, based upon the Findings of Fact and Conclusions of Law, it is hereby requested that the Hearing Officer enter a Recommended Order DENYING Petitioner's application for a Pari-Mutuel Wagering Professional Individual Occupational License.

This Proposed Recommended Order in FGCC Case Number 2022-015909 is submitted this 5th day of December, 2022.

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
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Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.go

CERTIFICATE OF SERVICE

I hereby certify this 5th day of December, 2022, that a true copy of the foregoing "Respondent's Proposed Recommended Order" has been provided by mail to:

Ramsey Zimmerman
c/o David Romanik
2355 Southeast 5th Street
Ocala, Florida 34471

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

CASE NO. 2022-015909

RAMSEY ZIMMERMAN,

Petitioner,
v.

DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

In accordance with the informal hearing provisions set forth in §120.57(2), Florida Statutes, this matter came before the undersigned Hearing Officer for the Florida Gaming Control Commission ("Commission") on November 16, 2022 in Tallahassee, Florida. The purpose of the informal hearing was to review the Letter of License Denial and Denial of Waiver issued against the petitioner, Ramsey Zimmerman (the "Petitioner"), by the Division of Pari-Mutuel Wagering (the "Division") on June 24, 2022. The Commission was represented by Staff Counsel Emily A. Alvarado and Marc D. Taupier. The Petitioner was represented by David S. Romanik. Both sides were allowed to present testimony, proffer items into evidence and otherwise fully participate in the hearing.

PROCEDURAL HISTORY

1. Prior to June 24, 2022, the Petitioner filed an application with the Division seeking the issuance of a pari-mutuel occupational license that would allow the Petitioner to participate in Florida's pari-mutuel industry as a jockey (the "Application"). On June 24, 2022, the Division issued a Letter of License Denial to the Petitioner informing him of the Division's negative action on the Petitioner's Application. The Letter of License Denial stated that the denial was based on the Petitioner's felony convictions for grand theft on March 19, 2018 in Marion County, Florida and on November 20, 2019 in Broward County, Florida.

2. Although initially the Petitioner had requested a formal hearing pursuant to §120.57(1), Florida Statutes, ultimately the Petitioner amended his initial request by seeking an informal hearing pursuant to §120.57(2), Florida Statutes. By doing so, the Petitioner did not dispute the material facts contained in the Division's Letter of License Denial with regard to the existence of the felony convictions identified therein.

3. At the informal hearing on November 16, 2022, the Commission presented the Letter of License Denial and other matters contained within the Commission's amended hearing

package. The Petitioner then presented his case, which included the live testimony of the Petitioner, the testimony of Dr. Gregory Fox displayed via the internet and a letter of support from by Ian Brennan.

FINDINGS OF FACT

4. Prior to June 24, 2022, the Petitioner submitted the Application to the Division.

5. The Petitioner's purpose in filing the Application was to obtain a professional license that would authorize the Petitioner to resume his career as a jockey. The Petitioner, who is now 40 years old, testified that he previously had a successful career as a jockey, beginning his career as an apprentice jockey when he was 16 years old, riding in over 11,000 races as a jockey, winning over 1,700 races, competing in and winning Grade 1 races (i.e., races with the highest Thoroughbred industry classification of races run in North America) and finishing "in the money" in over 40% of the races in which he was the jockey.

6. In the Application, the Petitioner disclosed two prior felony convictions for which the Petitioner seeks a felony waiver under the provisions of §550.105(5) and Rule 61D-5.006, Florida Administrative Code.

7. On June 24, 2022, the Division issued a Letter of License Denial to the Petitioner, which denial was based exclusively on account of the two felony convictions identified in the Application and in the Letter of Denial.

8. The Petitioner personally appeared at the informal hearing. He presented himself in a professional manner and testified candidly about his two arrests, taking full ownership of his prior behavior. Although not presented as justification for his convictions the Petitioner testified that, at the time of his arrests, he was having acute issues with his weight that that led to extreme eating disorders and depression which then led to drug use. He further testified that both of his arrests occurred within a week of each other. He also testified that although he was charged with grand theft auto, he had not intended to steal either of the automobiles for profit, but instead that he simply felt compelled, for reasons he still does not fully understand or explain, to jump into two running automobiles and drive off in them—only to abandon both automobiles shortly thereafter. Based upon the relatively short periods of incarceration for felony convictions, the Hearing Officer surmises that, like the Hearing Officer, the criminal justice system recognized that the Petitioner's arrests likely resulting from a temporary physical and emotional meltdown caused by the eating disorders then plaguing the Petitioner—and not as a result of a conscious and knowing decision to give up his livelihood as a jockey to become a car thief.

9. The Petitioner testified that his incarceration and his association with the other prisoners was a wake-up call to him; and as a result, he swore off any future drug use and any other behavior that would lead him back to jail and to a re-association with criminals. To that end, the Hearing Officer credits the Petitioner's offer to submit to random drug testing as a condition to the issuance of the pari-mutuel license for which he has applied. Furthermore, the Petitioner had requested that the Hearing Officer take official recognition of the Final Order issued by the Division in *Tyler S. Gaffalione v. DBPR,* DBPR Case No. 2014004606, in which

the Division issued a probationary license to another jockey, Tyler Gaffalione, when the Division waived Mr. Gaffalione's prior felony conviction while contemporaneously imposing upon Mr. Gaffalione strict conditions on his future activities during his initial period of licensure; and the Petitioner, as a further showing of his belief in his complete rehabilitation from the issues that resulted in his convictions, has indicated his willingness to submit to the same conditions imposed upon Mr. Gaffalione when the Division waived his prior felony conviction and licensed Mr. Gaffalione in 2014.

10. The Petitioner testified that although he has his weight under control, he does not intend to seek mounts that would require him to lose weight. He also testified that he is aware that other jockeys, including Mr. Gaffalione, have engaged a nutritionist to create a sustainable diet for them; and the Petitioner offered to make the creation of a diet for the Petitioner by a sports nutritionist a further condition to the issuance of the pari-mutuel occupational license for which he has applied.

11 The Petitioner testified that he has paid all required court costs and fines and that his probation was successfully completed and that his probation has been terminated by court order.

12. Consistent with the Petitioner' prior work experience which has all involved horses, the employment that the Petitioner has been able to secure as an unlicensed jockey since his release from jail has all been horse-related, including "working" the horse auctions at Ocala Breeders' Sales Company as an exercise rider and as a groom, driving horse-drawn carriages and working as an exercise rider at several training centers. It was on account of his employment at the Stonestreet training center in Ocala in 2022 (see paragraph 14 below) and encouragement from the manager at that facility, Ian Brennan, to seek a felony waiver that has led the Petitioner to believe that physically and emotionally he is ready to return to the track as a jockey without concern about a relapse.

13. The Petitioner's testimony is credited in all areas.

14. The Petitioner submitted an impressive character witness letter from Mr. Brennan, a thoroughbred horse trainer and the manager of the Stonestreet thoroughbred horse training center in Ocala, Florida, attesting to the Petitioner's work ethic as an exercise rider, his honest qualities, his respect for others, his skill as a rider of thoroughbred racehorses and Stonestreet's willingness to engage the Petitioner as a jockey at the racetrack should he be re-licensed. The letter also noted awareness of the Petitioner's prior involvement with the criminal justice system and that the Petitioner had shown no evidence of any similar behavior while employed at Stonestreet. Mr. Brennan's letter is also credited. In addition, the creditability of Mr. Brennan's letter was further enhanced by the testimony of Dr. Fox, another character witness for the Petitioner, who knows Mr. Brennan personally and who has been to the Stonestreet facility and who saw the Petitioner there in 2022, testified that the young horses trained at Stonestreet thoroughbred horse training center are among the most expensive and valuable young horses trained anywhere in North America; that because of the quality and value of those young horses, Stonestreet only hires the best and most reliable exercise riders available; and that if the Petitioner had, at any time during his employment by Stonestreet, displayed any behavior that

was questionable or that in any way resembled the behavior that resulted in his prior convictions, Stonestreet would have let him go immediately.

15. As indicated in ¶¶ 3 and 14 above, the Petitioner's Application was supported by the testimony of Dr. Fox. Dr. Fox is a veterinarian who treats thoroughbred race horses but he has also trained thoroughbred race horses as a licensed trainer. Dr. Fox testified about when he first met the Petitioner at the Fair Grounds Race Track in New Orleans when Dr. Fox was a struggling trainer with a small stable of horses and how the Petitioner, unlike some other jockeys, was willing to give maximum effort to win even for a small trainer like Dr. Fox. Dr. Fox also testified that the Petitioner's reputation, which was confirmed by Dr. Fox' experiences with the Petitioner, is that the Petitioner was a gifted jockey who did his best to win every race in which he participated. Dr. Fox also testified that he had spoken with the Petitioner when he was "working" the sales at OBS and had also spoken with him while the Petitioner was working as an exercise rider at Stonestreet in 2022. Dr. Fox also testified that he had recently re-connected with the Petitioner after he became aware of this proceeding and has spoken extensively with the Petitioner about the issues that led to what Dr. Fox considered to be behavior totally uncharacteristic of the Petitioner. Dr. Fox also testified that he has an undergraduate degree in human exercise physiology; and because of his constant contact with jockeys as a trainer and to some extent as a veterinarian, Dr. Fox criticized that the arbitrarily low weight that racetracks in North America require jockeys to maintain; and explained how always having to constantly "make weight" can lead to the type of acute distress like that in which the Petitioner found himself in 2018.

16. Both Mr. Brennan and Dr. Fox noted that neither of them was aware of any instances in which it was either rumored or alleged that the Petitioner's conduct or performance as a jockey negatively impacted the integrity of any race in which he participated. Based on the evidence presented, there is nothing in the record that would lead the Hearing Office to believe that if the Petitioner is again licensed as a jockey, that he will not demonstrate the same desire to win every race in which he rides as the evidence indicates was the Petitioner's prior *modus operandi*—which is the same level of performance the Hearing Officer would expect every jockey to demonstrate in every sanctioned race conducted in Florida.

17. The testimony of Dr. Fox is credited.

CONCLUSIONS OF LAW

18. The undersigned Hearing Officer has the jurisdiction to hear this case pursuant to section 120.57(2), Florida Statutes.

19. The Commission has jurisdiction over this matter pursuant to Chapters 16, 120 and 550, Florida Statutes.

20. The applicant for a license bears the burden of proof in an administrative proceeding such as this to establish his or her entitlement to a license.

21. The Petitioner's convictions are a concern. However, as evidenced by the Final

Orders in *Tyler S. Gaffalione v. DBPR*, Case No. 2014004606 and *Nicholas P. Juarez v. DBPR*, Case No. 2015-043543, other persons applying for a license to be a jockey have suffered felony convictions for which the Division has granted felony waivers; and both of those licensed jockeys have gone on to have successful careers as jockeys without any known later involvement with the criminal justice system.

22. In *Juarez,* the applicant was knowingly involved in an armed robbery and spent over 1 year in prison; and yet was granted a felony waiver with no conditions. Here, it appears that the Petitioner's criminal behavior was influenced more by personal health issues related to his weight rather than the intentional participation in felonious behavior as was the situation in *Juarez.*

23. In *Gaffalione*, the applicant's intent to commit a felony was questionable, yet, in the exercise of the Division's regulatory authority, the license granted to him was a probationary license subject to revocation if the licensee committed criminal acts during his initial period of licensure.

24. With regard to the Petitioner, it is apparent that his livelihood since he was 16 years old was been linked to horses in one way or another—first as an apprentice jockey and then as a successful journeyman jockey and then, after his arrest and incarceration, in less desirable and less financial rewarding jobs in the horse industry, such as working the horse sales as an exercise rider and groom, as a carriage driver and as an exercise rider at a training facility. It was through his work ethic, his honest qualities and his skill as a rider of thoroughbred racehorses that has resulted in the manager of Stonestreet training facility offering to provide the Petitioner with mounts at racetracks if he becomes licensed, which offer of future mounts has provided the Petitioner with the incentive and the desire to pursue a waiver of his prior convictions so that the Petitioner can "get his life back" so to speak after a five-year hiatus caused by his convictions. At this point in his life, the Petitioner stands to lose everything he has done over the last five years to improve himself and to prepare himself for a return to racing if he again engages in future criminal entanglements.

25. The Petitioners peers speak highly of him as evidenced by the support letter from Mr. Brennan and from the testimony of Dr. Fox.

26. The Petitioner is on a path of self-improvement and righteous behavior and the Hearing Officer encourages him to steadfastly continue to follow that path. As an added incentive, as was done in *Gaffalione,* the Hearing Officer imposes the following conditions during the three-year term of the license that the Hearing Officer recommends that the Division issue to the Petitioner:

(a) The Petitioner shall be subject to random drug testing, with the presence of any illegal substance (except as may be prescribed by a licensed physician) authorizing the Commission or the Division to seek the revocation of the Petitioner's pari-mutuel occupational license for such violation; and

(b) Within 60 days of licensure, the Petitioner shall provide to counsel for the

Commission a diet plan for the Petitioner created by a sports nutritionist with the goal of maintaining the Petitioner's weight at a sustainable level without crash diets or prolonged fasting; and

(c) The Petitioner shall also be subject to the further condition that if he is convicted in any jurisdiction of any crime involving drugs or controlled substances, any felony, or any crime related to gambling, animal cruelty, or mistreatment of animals in any respect, or a crime involving a lack of good moral character, the Division may seek to revoke the Petitioner's pari-mutuel occupational license and to declare the Petitioner ineligible to obtain a pari-mutuel occupational license for a period of not less than five years.

27. The Petitioner met his burden of proof to demonstrate that he is entitled to the issuance of a pari-mutuel occupational license authorizing the Petitioner to ride races in Florida as a jockey in that he has established current good moral character as a jockey and that he has been rehabilitated from his past criminal background.

28. There is competent substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, it is recommended that the Commission enter a Final Order GRANTING the Petitioner's Application and Request for Waiver for a pari-mutuel occupational license subject to the conditions set forth in ¶26 above during the three-year term of the Petitioner's initial licensure.

Respectfully submitted this ___ day of December, 2022.

_____

Elizabeth K. Stinson
Hearing Officer
Florida Gaming Control Commission
260 l Blair Stone Road
Tallahassee, FL 32399-2202

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **1/31/2023**
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

RAMSEY ZIMMERMAN

Petitioner,

v.

FGCC Case No.: 2022-015909

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before Elizabeth K. Stinson, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on November 16, 2022, in Tallahassee, Florida, in accordance with the provisions of Sections 120.569 and 120.57(2), Florida Statutes, for consideration of Mr. Ramsey Zimmerman's ("Petitioner") petition for a hearing in response to the Commission's Letter of License Denial filed in Case Number 2022-015909. The Commission was represented by Emily A. Alvarado, Deputy Chief Attorney. Petitioner appeared in person and was represented by David Romanik, Esq. The hearing was held in person in Tallahassee, Florida. Both sides were permitted to present witnesses, offer items into evidence, and otherwise fully participate in the hearing.

PROCEDURAL HISTORY

1. On or about January 6, 2022, Petitioner submitted to the Commission a Pari-Mutuel Wagering Professional Individual Occupational License application.

2. On January 27, 2022, Petitioner submitted a request for waiver.

3. On or about June 24, 2022, the Commission filed a Letter of License Denial, seeking to deny Petitioner's license application based on his criminal record, which includes two felony convictions.

4. On July 14, 2022, Petitioner requested a formal hearing pursuant to Section 120.57(1), Florida Statutes. This case was referred to the Division of Administrative Hearings, but after conferring with Petitioner's counsel, jurisdiction was relinquished back to the Commission for an informal hearing pursuant to Section 120.57(2), Florida Statutes.

5. On September 13, 2022, Petitioner filed a Motion to Strike Certain Documents Included within the Notice of Hearing Packet Filed by the Responded on September 6, 2022 ("Motion to Strike").

6. On November 9, 2022, the Hearing Officer granted Petitioner's Motion to Strike.

7. Prior to the informal hearing, the Commission received one letter of recommendation dated October 13, 2022.

8. The October 13, 2022 letter was added to the investigative packet that was entered into evidence at the informal hearing.

9. A hearing pursuant to Section 120.57(2), Florida Statutes, was held on November 16, 2022, during which the Commission presented the issues raised in the Letter of License Denial.

10. At the hearing, the Hearing Officer granted the Commission's motion to accept the findings of fact in the Letter of License Denial as the undisputed facts in the case and accepted the investigative packet as amended by Petitioner's Motion to Strike into the record.

11. Petitioner also attempted to offer into evidence six final orders filed by the Division of Pari-Mutuel Wagering and one granted waiver request filed by the Division of Pari-Mutuel Wagering. The Hearing Officer took judicial notice of these documents on November 22, 2022.

FINDINGS OF FACT

12. On March 19, 2018, Petitioner was convicted of Grand Theft- Statutory Theft, a felony in Marion County, Florida in Case No. 422017CF003913CFAXXX.

13. On November 20, 2019, Petitioner was convicted of Grand Theft of a Motor Vehicle, a felony in Broward County, Florida in Case No. 062017CF014352A88810.

The November 16, 2022, Informal Hearing

14. At the hearing, Petitioner testified about a variety of topics:

a. Petitioner testified about the circumstances that led to the two felony convictions.

b. Petitioner explained that the convictions occurred during a time where he was on a horrific diet, which ultimately led to an eating disorder. He also stated that he was taking weight loss pills and was using illegal substances in order to lower his weight.

c. Petitioner explained that he was constantly seeking to lower his weight in order to improve as a jockey. He further testified that this was a common issue with jockeys.

d. When asked about the Grand Theft conviction that occurred at Palm Meadows Training Center, he stated that he was extremely faint and hot from working with the horses for many hours. He also stated that he knew the owner of the vehicle and at the moment felt he was entitled to use it, although he had his own vehicle at the facility.

e. Petitioner further testified that as soon as he realized what he had done, he drove the vehicle to owner's barn at Gulfstream Park, spoke with the chaplain about what had occurred, and was arrested for the incident.

f. Petitioner explained that he was sentenced to jail for twelve months, which was a brutal and horrific experience, but he has not used any drugs or weight loss substances since his sentence. Petitioner completed his probation in 2020.

g. Petitioner testified that since his release, he has been involved in the horse sale business and is involved with a horse carriage business.

h. Petitioner stated that he has been in contact with a top trainer, Mr. Brennan, who allowed him to work as an exercise rider at Stonestreet training center.

i. Petitioner stated that he has been a trained jockey since the age of 16 and had a very successful career prior to the convictions. He has a strong desire to return to this career path.

15. Petitioner also presented one witness who appeared via video conference, Dr. Gregory Fox ("Dr. Fox"). Dr. Fox testified about his relationship with Petitioner and as to why Petitioner should receive a Pari-Mutuel Wagering Professional Individual Occupational License:

a. Dr. Fox is a veterinary doctor with a specialty in orthopedic work for horses.

b. Dr. Fox was a horse trainer from 2005 to 2011 and hired Petitioner as a trainer on some occasions.

c. Dr. Fox stated that he had limited contact with Petitioner prior to the convictions as it is uncommon for jockeys and trainers to frequently interact. He testified that his interactions with Petitioner were rare.

d. Since learning of Petitioner's attempt to obtain a license in Florida, Dr. Fox has spoken to Petitioner on a few occasions and believes that he should receive a license.

e. Dr. Fox stated that he ultimately hired Petitioner as a jockey because he was known to be very reliable and talented. He stated that Petitioner had an excellent reputation and was known to be honest.

f. He testified that when he learned of the convictions, he was very surprised. He had never heard of Petitioner having drug or nutrition issues from other members of the horse racing community.

16. A letter of recommendation for Petitioner from Ian Brennan was entered into evidence at the informal hearing on November 16, 2022.

CONCLUSIONS OF LAW

17. The Hearing Officer has jurisdiction over this matter and the parties pursuant to Section 120.57(2), Florida Statutes.

18. The Commission has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

19. Section 550.105(5)(b), Florida Statutes, states, in pertinent part:

> 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.

20. Pursuant to Section 550.105(5)(b), Florida Statutes, Petitioner's felony convictions are disqualifying offenses.

21. Pursuant to Section 550.105(5)(b), Florida Statutes, the Agency is not required to deny the application, but it has the discretion to do so.

22. Section 550.105(5)(c), Florida Statutes, states, in pertinent part, that "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

23. An applicant for licensure bears the burden of ultimate persuasion at each and every step of the licensure proceedings. *Dep't of Banking & Fin., Div. of Sec. & Investor Prot. v. Osborne*

Stern & Co., 670 So. 2d 932, 934 (Fla. 1996).

24. A petitioner must prove by a preponderance of the evidence that he is entitled to the license. *N.W v. Department of Children & Family Servs.*, 981 So. 2d 599, 601 (Fla. 3rd DCA 2008).

25. While Petitioner's testimony was credible, Petitioner's felony convictions are for serious crimes, and Petitioner's convictions occurred only a few years ago. It is difficult for an applicant to prove rehabilitation from such serious convictions in a short period of time. Additionally, Petitioner's character witness has only interacted with the Petitioner on a limited basis, so while this witness was credible, his testimony has limited value in determining Petitioner's rehabilitation.

26. Petitioner failed to establish good moral character or rehabilitation as set out in Section 550.105(5)(c), Florida Statutes.

27. There is competent substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

Based upon the Findings of Fact and Conclusions of Law, it is hereby RECOMMENDED that the Florida Gaming Control Commission enter a final order DENYING Petitioner's application for a Pari-Mutuel Wagering Professional Individual Occupational License.

Respectfully submitted this 31st day of January 2023.

s/Elizabeth K. Stinson
Elizabeth K. Stinson,
Hearing Officer
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399-2202

CERTIFICATE OF SERVICE

I hereby certify this 31st day of January, 2023, that a true copy of the foregoing "Hearing Officer's Recommended Order" has been provided by mail to:

Ramsey Zimmerman
c/o David Romanik
2355 Southeast 5th Street
Ocala, Florida 34471

Clerk of the Commission

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

CASE NO. 2022-015909

RAMSEY ZIMMERMAN,

Petitioner,
v.

DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

PETITIONER'S EXCEPTIONS TO RECOMMENDED ORDER

The petitioner, RAMSEY ZIMMERMAN (the "Petitioner"), through his undersigned counsel, files the Petitioner's Exceptions to the Recommended Order issued on January 31, 2023 by Hearing Officer Elizabeth K. Stinson, a copy of which is attached as Exhibit 1, as follows:

1. The concept of *stare decisis*, by treating like cases alike and following decisions rendered previously involving similar circumstances, is a core principle of our system of justice. By virtue of the enactment of §120.68(7)(e)(3), Fla. Stat., which provides that an agency decision must be set aside if "inconsistent with officially stated agency policy or prior agency practice," the legislature made the principle of *stare decisis* applicable to decisions made by administrative agencies. See *Gessler v. Department of Business and Professional Regulation*, 627 So.2d 501 (Fla. 4th DCA 1993).

2. *Gessler* involved a circumstance in which the agency had failed to create the library of its prior orders and rulings required by §120.53(2). As the Court in *Gessler* noted, this APA provision requires that all agency "orders, catalogued by a subject-matter index, must be made available for inspection and copying by the public in an ever-expanding library of precedents to which the agency must adhere or explain its deviation." As the court in *Gessler*

further noted, persons who appear before state agencies have the right to examine agency precedent and the right to know the factual basis and policy reasons for agency action—inasmuch as the entry of inconsistent orders based upon similar facts, without a reasonable explanation, may violate both §120.68 and the equal protection guarantees of both the Florida and United States Constitutions. 627 So.2d at 503-504.

3. As the record shows, the Petitioner was convicted of felony grand theft in both 2018 and 2019 for incidents that occurred in 2017 and he spend several months in county jail as a result of his conviction. At the time that the incidents which led to these convictions occurred, the Petitioner was a licensed jockey and he was participating in Gulfstream Park's then ongoing race meet as a jockey. As noted in the Recommended Order in ¶14, the odd circumstances of his arrest in Broward County involved the Petitioner, in an agitated state, jumping into a running car owned by an acquaintance of his at Gulfstream Park's Palm Meadows Training in Palm Beach County, driving the car to Gulfstream Park in Broward County where he left the car at the barn assigned to the owner of the car and then walking to the office of the track chaplain where he was arrested. The incident did not result in injuries to any person and did not result in the permanent loss of the vehicle. Among the reasons why the Hearing Officer recommended denial of a waiver for the Petitioner included the seriousness of the charges and the short period of time—over 5 years—since the thefts occurred.

4. Because the Petitioner's counsel was aware that the Division of Pari-Mutuel Wagering (the "Division") had previously issued felony waivers to other jockeys and exercise riders and because he was also aware that the Division maintained a library of prior agency orders and rulings as required by Chapter 120, the Petitioner filed a Request for Production of the Division's prior orders in which a waiver of a prior felony conviction was sought and either granted or denied. Attorney Alvarado timely complied with the Petitioner's request.

5. Upon a review of the granted felony waivers, counsel for the Petitioner found three (3) prior orders in circumstances similar to the circumstances of the Petitioner for the purpose of application of the principle of administrative *stare decisis*, i.e., treating like cases alike and following decisions rendered previously involving similar circumstances. Those three (3) orders are the following:

(a) Tyler S. Gaffalione v. DBPR, Case No. 2014004606. A copy of the recommended order recommending granting the waiver is attached as Exhibit 2.

(b) Stacy A. Leppala v. DBPR, Case No. 2014038143. A copy of the recommended order recommending granting the waiver is attached as Exhibit 3.

(c) Nicholas P. Juarez v. DBPR, Case No. 2015-043543. A copy of the recommended order recommending granting the waiver is attached as Exhibit 4.

6. Tyler S. Gaffalione was convicted of felony battery in Pasco County in August, 2013. It is arguable that felony battery is certainly as serious a crime as auto theft if not more serious. In 2014, Mr. Gaffalione's application for a license as a jockey was denied on account of his felony conviction. In August, 2014, just one (1) year after his conviction that resulted in injuries to the person he struck, Mr. Gaffalione was granted a waiver of his felony conviction subject to certain conditions related to his future conduct that Mr. Gaffalione accepted and apparently never violated. Today, Mr. Gaffalione is one of the top jockeys in America after having been given a second chance by the Division. In the Proposed Recommended Order (the "PRO") submitted on behalf of the Petitioner herein, the Petitioner specially acknowledged his willingness to accept a license subject to all of the same conditions that the Division imposed on Mr. Gaffalione. See the Petitioner's PRO, a copy of which is attached as Exhibit 5.

7. In Mr. Gaffalione's case, Mr. Gaffalione committed felony battery on another Person, yet he was granted a waiver one (1) year after his conviction. For whatever reason, the

Recommended Order entered here made no attempt to explain the obvious deviation from the outcome in the Gaffalione case to this case in which no one was physically injured and the incidents occurred 5 years ago.

8. Stacy A. Leppala was convicted of felony battery on a police officer in Marion County in March, 2014. It is arguable that felony battery on a police officer is as serious a crime as auto theft if not more serious. Ms. Leppala had previously been a licensed exercise rider; and her license renewal was denied on account of her felony conviction. In April, 2015, again just one (1) year after her conviction, Ms. Leppala was granted a waiver of her felony conviction subject to the condition that she continue to see a psychologist for a one (1) year period.[1] For whatever reason, the Recommended Order entered here made no attempt to explain the obvious deviation from the outcome in the Leppala case to this case in which no one was physically injured and the incidents occurred 5 years ago.

9. Nicholas P. Juarez was convicted of armed robbery in 2011 and spent a year in prison as a result. It is not debatable that armed robbery is a more serious crime than auto theft. In 2016, five (5) years after his conviction, Mr. Juarez was granted a waiver of his felony conviction without conditions. For whatever reason, the Recommended Order entered here made no attempt to explain the obvious deviation from the outcome in the Juarez case to this case in that the Petitioner herein was not armed when he committed auto theft and his convictions occurred within the same *prior* time frame as Mr. Juarez' convictions.

10. The Recommended Order includes a Conclusion of Law that the Petitioner had not proved that he has been rehabilitated and that he is of good moral character. Yet, there are little in the way of facts in the Recommended Orders in Gaffalione, Leppala and Juarez that

[1] The Petitioner is also willing to accept therapy session with a psychologist as a condition to his licensure.

indicate how any of those applicants had essentially proved a negative. The applicant testified that he has been clean and sober since his incarceration in 2018, testimony that was corroborated by the letter of Ian Brennan, the manager of the top training farm in Ocala, in which he indicated that the Petitioner never appeared under the influence of drugs while working for Mr. Brennan and further that if the Petitioner had shown any signs of drug use, then Mr. Brennan would have terminated him immediately. With regard to good moral character, the record does not contain any indication that he has ever been implicated in any activity as a jockey that has negatively impacted the integrity of horse racing in Florida or elsewhere. If anything, his history as a jockey shows just the opposite. It is difficult to know exactly how someone can prove they are of good moral character—other than perhaps comparing the severity of the felonies in Gaffalione and Leppala in which good moral character was found almost immediately after those persons were convicted of crimes as serious as the Petitioner's crimes and the severity of the crime in Juarez in which good moral character was found notwithstanding that Juarez' crime was far more serious than the Petitioner's crimes in that Juarez' crime of armed robbery involved a robbery through use of a weapon and resulted in incarceration in prison.

11. When the orders in Gaffalione, Leppala and Juarez are reviewed and compared to the facts here, application of the principle of *stare decisis* clearly requires this Commission to reject the Hearing Officer's Recommended Order.

WHEREFORE, the Petitioner hereby requests that the Florida Gaming Control Commission reject the conclusions of law set forth in the Recommended Order as inconsistent with prior agency practice, i.e., the orders granting felony waivers in Gaffalione, Leppala and Juarez, and that the Commission enter as its final order the PRO attached hereto as Exhibit 5 subject to all of the conditions set forth therein and to such additional conditions as the Commission may reasonably require.

Dated: February 2, 2023.

S/DAVID S. ROMANIK

David S. Romanik FBN 212199
David S. Romanik, P.A.
Counsel for Petitioner/Applicant
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954-610-4441
davidromanik@mac.com

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of February, 2023, a true copy of the foregoing petition was sent by electronic mail to the following personnel of the respondent, Florida Gaming Control Commission:

Donna Fleming
Clerk, Florida Gaming Control Commission
donna.fleming@fgcc.fl.gov

Emily A. Alvarado
Attorney, Florida Gaming Control Commission
emily.alvarado@fgcc.fl.gov

Ebonie N. Lanier
Administrative Assistant to the Hearing Officer
ebonie.lanier@fgcc.fl.gov

S/DAVID S. ROMANIK

RAMSEY ZIMMERMAN,

Petitioner,

v. FGCC Case No.: 2022-015909

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERNG

Respondent.
_____/

ORDER TAKING JUDICIAL NOTICE OF DIVISION'S PREVIOUS FINAL ORDERS

This matter came before Elizabeth K. Stinson, the designated hearing officer for the Florida Gaming Control Commission.

On November 16, 2022 the final hearing was held in this matter. During Petitioner's closing statement, Petitioner's counsel attempted to offer into evidence the following:

1. Final Order in Pedro Michael Perdigon v. DBPR – DBPR case number 2018-021221
2. Final Order in Tyler S. Gaffalione v. DBPR – DBPR case number 2014-004606
3. Final Order in Nicholas P. Juarez v. DBPR – DBPR case number 2015-043543
4. Final Order in Scott Andrew Hess v. DBPR – DBPR case number 2017-011541
5. Final Order in Patricia A. Pride v. DBPR – DBPR case number 2020-026637
6. Final Order in Stacy A. Leppala v. DBPR – DBPR case number 2014-038143
7. Waiver Order in James V. Marini, Jr. – DBPR case number 2018-029000

All of these documents are documents filed by the Division of Pari-Mutuel Wagering, where the Division granted an application for a pari-mutuel wagering occupational license.

Pursuant to section 90.202(5), Florida Statutes, judicial notice may be taken of official actions of the State of Florida. Judicial notice may be taken of these matters, whether or not it is requested by a party to do so. § 90.202, Fla. Stat. Ann.

It is therefore ORDERED THAT:

1. Judicial notice is taken of the Orders in the above enumerated cases.

DONE AND ORDERED this 22nd day of November, 2022, in Tallahassee, Leon County Florida.

Elizabeth K. Stinson

Elizabeth K. Stinson
Florida Gaming Control Commission

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

RAMSEY ZIMMERMAN,

Petitioner

v. FGCC Case No.: 2022-015909

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERNG,

Respondent.
_____/

ORDER GRANTING MOTION TO STRIKE

This matter came before the hearing officer on Petitioner's September 13, 2022, Motion to Strike Certain Documents Included within the Notice of Hearing Packet Filed by the Respondent on September 6, 2022 ("Motion to Strike" or "Motion").

Petitioner moved to strike pages 33, 44-63, 99-140, 144-166, and 168-182 of the Respondent's Notice of Hearing packet as irrelevant, or unfairly prejudicial, and therefore inadmissible.

Respondent did not respond to the Motion and does not appear to object to Petitioner's characterization of the pages.

It is therefore ORDERED THAT:

1. Pages 33, 44-63, 99-140, 144-166, and 168-182 of Respondent's Notice of Hearing Packet be stricken from the record.

DONE AND ORDERED this 9th day of November, 2022, in Tallahassee, Leon County Florida.

Elizabeth K Stinson
_____
Elizabeth K. Stinson
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 9th day of November, 2022 that a true copy of the foregoing has been furnished via email to:

David Romanik
DavidRomanik@mac.com
Counsel for Petitioner

Emily Alvarado
Emily.Alvarado@fgcc.fl.gov
Counsel for Respondent

Elizabeth K. Stinson
Florida Gaming Control Commission

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

CASE NO. 2022-015909

RAMSEY ZIMMERMAN,

Petitioner,
v.

DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

MOTION TO STRIKE CERTAIN DOCUMENTS INCLUDED WITHIN THE NOTICE OF HEARING PACKET FILED BY THE RESPONDENT ON SEPTEMBER 6, 2022

The Petitioner, Ramsey Zimmerman, by and through his undersigned counsel, moves the Hearing Officer to strike certain identified documents/pages included within the so-called "NOH Packet" filed or submitted by the Respondent, Division of Pari-Mutuel Wagering (the "Division") on September 6, 2022 for use at the informal hearing to be held in this matter; and in support hereof, states as follows:

1. On or about June 24, 2022, the Division issued a letter denying the Petitioner's application for an occupational license as a jockey based upon the Division's denial of a waiver from disqualification from licensure on account of two felony convictions previously suffered by the Petitioner. A copy of the Division's letter denying the Petitioner's application (hereinafter the "Denial Letter") is attached to the Petitioner's Amended Petition for Hearing as Exhibit 1.

2. As indicated in the Denial Letter, the denial was based exclusively upon the two felony convictions specifically identified in the Denial Letter.[1]

[1] Nothing contained in this Motion to Strike should be construed as a waiver of the argument asserted in the Petitioner's Amended Petition for Hearing that the felony convictions suffered by the Petitioner are not within the class of felonies that require a waiver of those convictions as a pre-requisite for licensure.

3. Prior to the submission of the NOH Packet, the undersigned counsel for the Petitioner had a telephone discussion with Emily A. Alvarado, counsel for the Division, in which the undersigned was assured by Ms. Alvarado that the sole basis for the denial of the Petitioner's application and waiver request was the existence of the two felony convictions cited in the Denial Letter. The assurance provided by Ms. Alvarado in this regard is consistent with the decision in *McCarthy v. Department of Insurance*, 479 So.2d 135 (Fla. 2d DCA 1985) in which the Second District Court held that the agency was precluded from supporting a challenged license revocation with other violations not relied upon in the order of revocation.

4. Notwithstanding the foregoing assurance, the NOH Packet includes documentation related to other criminal proceedings involving the Petitioner which are not, in and other themselves, disqualifying events for licensure, and a report on the Petitioner from the ARCI that lists a number of rulings from out of state racing jurisdictions that describe violation of the rules of racing applicable only to jockeys which is the Petitioner's occupation within the horse racing industry. Upon seeing all of this documentation that has no relevancy to the two convictions upon which the Denial Letter was based, the undersigned counsel called Ms. Alvarado objecting to the inclusion of any documentation that did not relate exclusively to those two convictions. Ms. Alvarado's response was essentially that the NOH Packet was prepared in "the way that the Division always does it" which is to include everything related to an applicant's licensure history but that, at the informal hearing, Ms. Alvarado did not intend to either address anything other than the two convictions referenced in the Denial Letter or to rely upon any information in the NOH Packet except for the two cited convictions.

5. The Petitioner has three responses to the Division's position.

6. The Petitioner's first response is that because the Division is precluded by the decision in *McCarthy* from supporting its decision denying the Petitioner's application or waiver application for reasons not stated in the Denial Letter, then documentation and evidence about

other events not mentioned or relied upon in the Denial Letter as grounds for denial cannot be considered by the Hearing Officer when entering the recommended order. In other words, the Hearing Officer can only consider, as grounds for denial, the two convictions relied upon by the Division and not any of the other events included in the NOH Packet as additional or substitute grounds to uphold the denial of the Petitioner's applications for licensure or for a waiver.

7. The Petitioner's second response is bottomed on the application of certain provisions of the Florida Evidence Code, particularly §§90.401, 90.402 and 90.403 of the Florida Statutes. In *Davis v. State,* 207 So.3d 177 (Fla. 2016), the Florida Supreme Court addressed whether evidence of another crime may be admissible in a criminal trial.[2] In this regard, the Court stated as follows:

"Our analysis begins with the threshold matter of relevance. In order to be admissible, evidence must be relevant. That is, the evidence must 'tend […] to prove or disprove a material fact.' §90.401, Fla. Stat. (2012). While relevant evidence is generally admissible, such evidence 'is inadmissible if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of issues, misleading the jury, or needless presentation of cumulative evidence.' §§90.402 –403, Fla. Stat. (2012)."

8. Based upon the decision in *McCarthy*, the only material facts here are those directly related to the two convictions that the Division relied upon when issuing the Denial Letter; and, therefore, under §90.401, the only relevant evidence here and therefore the only admissible evidence here is evidence directly related to the two convictions and whether the Petitioner qualifies for a waiver of those two convictions and not upon other events that occurred before the convictions were suffered.

9. Furthermore, the inclusion of non-felony criminal incidents and violations of the rules of racing applicable to jockeys also runs afoul of the provisions of §§90.402 and 90.403 in

[2] As noted in the Petitioner's Amended Petition for Hearing, statutes that authorize sanctions or penalties against a professional license, like criminal statutes, are deemed to be penal in nature. See *Beckett v. Department of Financial Services*, 982 So.2d 94 (Fla. 1st DCA 2008).

that the probative value of the evidence of such events is outweighed by the confusion of issues and the danger of unfair prejudice.

10. With regard to the confusion of issues, see the decision in *McCarthy* which precludes consideration of any matters not raised, mentioned or relied upon in the Denial Letter.

11. With regard to unfair prejudice, the Petitioner is unsure what reason the Division might have for including in the NOH Packet any reference to matters not mentioned in the Denial Letter other than to prejudice the Hearing Officer against the Petitioner by attempting to justify an affirmance of the challenged denial because of matters or events not mentioned in the Denial Letter the precise agency action condemned by the decision in *McCarthy*.

12. Furthermore, the Petitioner asserts that RCI report showing the Petitioner's violations of the rules of racing at pages 99-140 of the NOH Packet is particularly objectionable. In Florida, the Division treats race riding violations as House Rule violations only inasmuch as the prior rules of the Division regulating jockey conduct during a race were revoked in the 1990s and were not replaced. Accordingly, the Division does not discipline jockeys for rules of racing violations and therefore rules of racing violations in Florida are not reported to the ARCI by the Division. However, to the best of the Petitioner's knowledge and experience, the racing commissions in all other racing states do regulate jockey conduct (like Florida used to do); and, therefore, rules of racing violations in those states are reported to the ARCI and are included in a jockey's disciplinary record that the ARCI makes available only to regulators such as the Division. Notwithstanding that the Division does not regulate jockey conduct, the NOH Packet includes a RCI report that details a number of race riding infractions committed by the Petitioner before the Petitioner suffered the convictions mentioned in the Denial Letter. It is the Petitioner's position that the RCI report is not admissible because it might tend to unfairly prejudice the Hearing Officer against the Petitioner for any or all of the following reasons:

(a) Viewing any RCI report on the discipline imposed on any particular jockey should not be viewed in a vacuum as it is most unlikely that any jockey who rides horses for a living has a RCI report that does not include multiple rulings for improper jockey/race-riding conduct. Here, the NOH Packet on page 33 refers to 81 rulings against the Petitioner going back 22 years to 1998 when the Petitioner began riding in races as a 16-year-old apprentice jockey. A review of the rulings would show that most of the violations occurred during the early years of the Petitioner's career and are all run of the mill jockey conduct violations with minimal discipline imposed. None of the rulings include any conduct by the Petitioner that negatively affected the integrity of any race in which the Petitioner was a jockey, such as race fixing or use of an electronic device. And while the 81 reported ruling may sound like a high number, without comparing the Petitioner's RCI report to similar reports for jockeys with careers of similar length, there is no way for the Hearing Officer to know whether 81 is a lot of rulings in a 19-year career as a jockey or not. Because, to the best of the Petitioner's knowledge and belief, RCI reports are not made available by the ARCI to private parties such as the Petitioner, the Petitioner requests that the Hearing Officer, if she does not strike the RCI report from the NOH Packet as inadmissible evidence, order and direct the Division to secure RCI reports--for comparison purposes--for the following leading jockeys in American thoroughbred racing, all of whom are currently licensed by the Division: (a) Irad Ortiz, Jr.; (b) Jose Ortiz; and (c) Paco Lopez and to make those reports available to the Hearing Officer and to the undersigned counsel for the Petitioner. In this way, the Hearing Officer can see an apples-to-apples comparison that will add needed context to the negative inference that the Division apparently wants the Hearing Officer to draw from the attached RCI report.

(b) The Petitioner is further prejudiced by the inclusion of the RCI report inasmuch as the bulk of those rulings occurred early in the Petitioner's career, with the last ruling against the Petitioner having occurred in 2012 meaning that from 2013 until 2017 when the Petitioner was

forced to stop riding, he suffered no rulings whatsoever. If the Hearing Officer compares the Petitioner's RCI with those of the jockeys mentioned in subparagraph (a) above, the Petitioner truly doubts that any of those jockeys have had many 4-week periods without being disciplined much less a 4-year period. Furthermore, the Division licensed the Petitioner as a jockey twice since the entry of the last ruling against him in 2012.

(c) The Petitioner is further prejudiced by the inclusion of the RCI report inasmuch as the Division has previously relied upon a high number of rulings against another applicant for a jockey's license. See Case No. 2021-035613 in which the Division, when denying the request for licensure as a jockey submitted by Siegmar Golibrzuch II, relied upon the number of rulings in that applicant's RCI report as one of the reasons for licensure denial. So while the undersigned does not doubt for one instant the bona fides of the representation made by counsel for the Division that she will not mention the RCI report as justification for denial of the Petitioner's license, there exists, based upon the Division's prior use of a jockey's RCI report as a reason for licensure denial, sufficient prejudice to the Petitioner simply by the inclusion of the RCI report in the NOH Packet.

13. Irrespective of whether the NOH Packet was prepared consistent with the Division's consistent prior practice, evidence that does not met the test of admissibility under §§90.401, 90.402 and 90.403 should never be presented to the Hearing Officer for consideration pre-hearing. Accordingly, the Petitioner requests that the Hearing Officer strike as irrelevant or unfairly prejudicial, and therefore inadmissible, the following pages of the NOH Packet:

Pages 33; 44-63; 99-140; 144-166; and 168-182.

WHEREFORE, the Applicant prays for the entry of an order consistent with this motion. Dated this 13th day of September, 2022.

S/DAVID S. ROMANIK

David S. Romanik FBN 212199
David S. Romanik, P.A.
Counsel for the Petitioner/Applicant
2355 SE 5th Street
Ocala, Fl 34471
954-610-4441
davidromanik@mac.com

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of September, 2022, a true copy of the foregoing petition was sent by electronic mail to the following personnel of the respondent, the Division of Pari-Mutuel Wagering:

Donna Fleming
Clerk, Florida Gaming Control Commission
donna.fleming@fgcc.fl.gov

Emily A. Alvarado
Attorney, Florida Gaming Control Commission
emily.alvarado@fgcc.fl.gov

Ebonie N. Lanier
Administrative Assistant to the Hearing Officer
ebonie.lanier@fgcc.fl.gov

S/DAVID S. ROMANIK

CERTIFICATE OF SERVICE

I hereby certify this 22nd day of November, 2022 that a true copy of the foregoing has been furnished to:

David Romanik
DavidRomanik@mac.com
Counsel for Petitioner

Emily Alvarado
Emily.Alvarado@fgcc.fl.gov
Counsel for Respondent

Elizabeth K. Stinson

Elizabeth K. Stinson
Florida Gaming Control Commission

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

RAMSEY ZIMMERMAN,

Petitioner,

v. FGCC Case No.: 2022-015909

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERNG

Respondent.
_____/

ORDER

This matter came before Elizabeth K. Stinson, the designated hearing officer for the Florida Gaming Control Commission.

On September 16, 2022 the undersigned hearing officer issued a Scheduling Order directing the parties to issue a joint response that identified several dates and times that the parties were available for a final hearing. The parties responded with a Joint Response to Scheduling Order identifying several dates and times that both parties were available for the hearing. Petitioner also requested an in person hearing.

Subsequent to this Joint Response, counsel for Petitioner notified undersigned and counsel for Respondent of counsel's lack of availability on certain previously agreed upon dates.

Rule 28-106.305, Fla. Admin. Code states that "The presiding officer before whom a case is pending may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive determination of all aspects of the case."

It is therefore ORDERED THAT:

1. The hearing is hereby set for November 16, 2022, at 1:00 pm.

2. The hearing will be held in person at 2601 Blair Stone Road, Tallahassee, Florida 32399. Petitioner's witness will have the opportunity to appear via video conference.

DONE AND ORDERED this 30th day of September, 2022, in Tallahassee, Leon County Florida.

Elizabeth K Stinson
_____
Elizabeth K. Stinson
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 30th day of September, 2022 that a true copy of the foregoing "Order" has been furnished to:

David Romanik
DavidRomanik@mac.com
Counsel for Petitioner

Emily Alvarado
Emily.Alvarado@fgcc.fl.gov
Counsel for Respondent

Elizabeth K. Stinson
Florida Gaming Control Commission

Documents Included in Case File

Exhibit 1 ……. Notice of Hearing

Exhibit 2 ……. Election of Rights – Request for Informal Hearing

Exhibit 3 ……. Supporting Documents

Exhibit 4 ……. License Denial

Exhibit 5 ……. Report of Investigation

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

RAMSEY ZIMMERMAN,

Petitioner,

vs. Case No. 22-2264

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

ORDER CLOSING FILE AND RELINQUISHING JURISDICTION

This cause having come before the undersigned on a Joint Motion to Relinquish Jurisdiction filed on August 2, 2022, and the undersigned being fully advised, it is, therefore,

ORDERED that:

1. The motion is granted.

2. The file of the Division of Administrative Hearings is closed. Jurisdiction is relinquished to the Florida Gaming Control Commission, Division of Pari-mutuel Wagering.

DONE AND ORDERED this 2nd day of August, 2022, in Tallahassee, Leon County, Florida.

Lisa Shearer Nelson

LISA SHEARER NELSON
Administrative Law Judge
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
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COPIES FURNISHED:

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Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399

David S. Romanik, Esquire
David S. Romanik, P.A.
Post Office Box 650
Oxford, Florida 34484

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

RAMSEY ZIMMERMAN,

Petitioner,

v.

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

DOAH Case No.:22-2264
FGCC Case No.: 2022-015909

Respondent.
_____/

JOINT MOTION TO RELINQUISH JURISDICTION

COMES NOW, Respondent, Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, and Petitioner, Ramsey Zimmerman, (hereinafter "the Parties"), by and through its undersigned counsel, and pursuant to section 120.57(1)(i), Florida Statutes, and rule 28-106.204, Florida Administrative Code, hereby files this Joint Motion to Relinquish Jurisdiction and states:

1. This matter was referred to the Division of Administrative Hearings on July 29, 2022.

2. The final hearing on this matter has not been scheduled.

3. The Parties have since agreed that a hearing pursuant to section 120.57(2), Florida Statutes, is the appropriate forum in which to proceed in this matter.

Filed August 2, 2022 11:18 AM Division of Administrative Hearings

WHEREFORE, the Parties respectfully request that the Administrative Law Judge enter an order relinquishing jurisdiction in this matter back to the Florida Gaming Control Commission, Division of Pari-Mutuel Wagering.

Respectfully submitted this 2nd day of August, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Emily.Alvarado@fgcc.fl.gov
Ebonie.Lanier@ fgcc.fl.gov

/s/ David S. Romanik

DAVID ROMANIK
Counsel for the Petitioner
Florida Bar Number: 212199
P.O Box 993
Ocala, Florida 34478
Telephone: (954) 610-4441
davidromanik@mac.com

FILED
Florida Gaming Control Commission
Office of the Agency Clerk
Clerk Donna Fleming
Date 7/14/2022

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

CASE NO. 2022-015909

RAMSEY ZIMMERMAN,

Petitioner,

v.

DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

PETITION FOR FORMAL ADMINISTRATIVE HEARING INVOLVING DISPUTED ISSUES OF MATERIAL FACT

Pursuant to §§120.569 and 120.57(1), Fla. Stat. (2022) and Rule 28-106.201, FAC, the petitioner, RAMSEY ZIMMERMAN (the "Applicant"), files this petition seeking a formal hearing involving disputed issues of material fact for the purpose of challenging the propriety of the agency action of the respondent, DIVISION OF PARI-MUTUEL WAGERING (the "Division"), in denying the Applicant's application for a pari-mutuel occupational license; and in support hereof states:

PARTIES

1. The Applicant is a jockey. The Applicant's address, telephone number and email address shall be the same as the Applicant's undersigned counsel.

2. The affected agency is the Division which maintains its office at 2601 Blair Stone Road, Tallahassee, Fl 32399-1035. The Division is the administrative agency that regulates the conduct of horse racing and other pari-mutuel wagering activities at Florida's pari-mutuel facilities. The Division has previously assigned Case No. 2022-015909 to this proceeding.

STATEMENT OF THE FACTS AND THE APPLICANT'S STANDING

3. Prior to June 24, 2022, the Applicant filed an application with the Division

seeking the issuance of a pari-mutuel occupational license. On June 24, 2022, the Division issued a letter denying the Applicant's application for a license (the "Denial Letter"). The Denial Letter was received by the Applicant by certified mail on or about June 27, 2022. A copy of the Denial Letter is attached as Exhibit 1.

4. Based upon the Denial Letter, it appears that the denial of the Applicant's application was based upon the following criminal matters which the Division asserts are disqualifying offenses under §550.105(5):

(a) The withheld adjudication in Broward County for grand theft of a motor vehicle on 11/20/2019; and

(b) The adjudication of guilt in Marion County for grand theft-statutory theft on 03/19/2018.

5. In addition to the foregoing basis for denial, the Denial Letter also provides, without explanation, that the Applicant's Request for Waiver of the foregoing criminal convictions was denied.

6. The Applicant's waiver request referred to in the Denial Letter was made by Applicant under the authority of §550.105(5)(c) and Rule 61D-5.006, both of which authorize the Division to waive an applicant's disqualification from licensure based upon prior criminal convictions under certain identified circumstances.

7. Section 550.105(5)(b) and (c) address licensure of applicants with prior criminal convictions as follows:

(b) The division 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 division governing the conduct of persons connected with racetracks and frontons. In addition, 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; 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.

(c) The division may deny, declare ineligible, or revoke any occupational license if the applicant for such license has been convicted of a felony or misdemeanor in this state, in any other state, or under the laws of the United States, if such felony or misdemeanor is related to gambling or bookmaking, as contemplated in s. 849.25, or involves cruelty to animals. **If the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the division.**

8. The Division's Rule 61D-5.006 specifically addresses the waiver process as follows:

(1) **Any applicant for an occupational license who is subject to denial on the basis of a criminal conviction or discipline by any racing jurisdiction may seek a waiver from the division director.** The applicant shall submit Form DBPR PMW-3120, Individual Occupational License Application, adopted by reference in Rule 61D-5.001, F.A.C., the annual license fee and fingerprint fee, a complete set of fingerprints on a card supplied by the division, and Form DBPR PMW-3180, Request for Waiver, adopted by reference in Rule 61D-5.001, F.A.C. The applicant shall also schedule a waiver interview with the Office of Investigations. Failure to participate in a waiver interview or to disclose any pertinent information regarding criminal convictions, or discipline by any racing jurisdiction shall result in a denial of the request for waiver.

(2) **The applicant shall establish proof of rehabilitation and demonstrate good moral character.** The waiver applies to criminal convictions or discipline by any racing jurisdiction disclosed to the division, unless revoked by the division for violation of Chapter 550, F.S., or these rules.

9. As an applicant for a license that was denied by the Division, the Applicant has standing to maintain this proceeding for the purpose of challenge the denial of his application for licensure. *Ft. Myers Real Estate Holdings, LLC v. DBPR,* 53 So.3d 1158 (Fla. 1st DCA 2011).

STATEMENT OF DISPUTED ISSUES OF MATERIAL FACT

10. The disputed issues of material fact and/or the disputed issues of ultimate fact with regard to the denial of the Applicant's application for licensure include but are not limited to the following:

(a) Implicit in the Division's determination that the Applicant is ineligible for licensure is a disputed issue of fact or a disputed issue of ultimate fact whether or not the

Applicant meets all of the statutory requirements for licensure, which determination is to be made at a §120.57(1) formal administration hearing at the Division of Administrative Hearings ("DOAH"). *Tuckman v. FSU*, 489 So.2d 133, 135 (Fla. 1st DCA 1986) (remanding matter for formal hearing where implicit in the agency's conclusions of law were factual resolutions on which the appellant's position was obviously adverse to agency's but on which the appellant was permitted no input); and *Ft. Myers, supra* ((holding that whether or not an applicant meets the statutory requirements for the issuance of a pari-mutuel wagering permit is to be determined based upon the facts developed at a formal administrative hearing).

(b) Although not stated but otherwise implicit in the Division's denial of the Applicant's Request for Waiver is that the Applicant did not establish, as a matter of fact, that he is of **good moral character or that he has been rehabilitated or that the crime he was convicted of is not related to pari-mutuel wagering or was not a capital offense.** The Applicant disputes the Division's implicit findings of fact that the Applicant did not establish the factual predicate to his entitlement to a waiver under §550.105(5) and Rule 61D-5.006. Indeed, contrary to the Division's implicit findings of fact with regard to these purely factual issues, the Applicant asserts that he did establish through the prior licensing proceeding before the Division that he is of good moral character, that he has been rehabilitated and that his convictions were neither related to pari-mutuel wagering or capital felonies and that he can and will establish same at the formal hearing before a neutral administrative law judge requested by this petition.

(c) Inasmuch as the Division has previously issued waivers to other applicants for waiver under §550.105(5) and Rule 61D-5.006 with similar, and in some instances more problematic, criminal records than the Applicant's, the Division's determination that the Applicant is not entitled to the waiver he requested constitutes improper, illegal and/or unconstitutional selective enforcement of the provisions of Chapter 550 and Rule 61D-5 against

the Applicant in violation of the provisions of §120.68(7)(c)3 and 4 of the Florida Statutes and of the provisions of the equal protection clauses of both the Florida and United States Constitutions. *Amos v. HRS*, 444 So.2d 43, 47 (Fla. 1st DCA 1984) (holding that inconsistent results based upon similar facts, without a reasonable explanation, violate Chapter 120, as well as the equal protection guarantees of the Florida and federal constitutions). Implicit in the Division's determination that the Applicant is not entitled to the waiver he requested while the Division has previously issued waivers to many other applicants who have also been convicted of non-pari-mutuel wagering related criminal violations similar or more serious to those previously committed by the Applicant is a disputed question of fact or a disputed issue of ultimate fact as to whether the Division's preliminary determination of the Applicant's lack of entitlement to a similar waiver constitutes selective enforcement of §550.105(5) and Rule 61D-5.006 against the Applicant. *FDOT v. E.T. Legg & Co.*, 472 So.2d 1336 (Fla. 4th DCA 1985) (holding that whether a rule was selectively enforced by an agency is a question of fact to be determined by the trier of fact).

STATEMENT OF THE SPECIFIC PROVISIONS OF LAW THAT REQUIRE REVERSAL OF THE DENIAL LETTER

11. The following provisions of law require the reversal of the Denial Letter: 14th Amendment, U.S. Constitution; Art. I, §2, Florida Constitution; §120.68(7)(e)3 and 4; §550.0251(3); §550.105(5); and Rule 61D-5.006. The Applicant reserves the right to refer to and rely upon additional provisions of law as may become apparent during the course of this proceeding.

STATEMENT OF THE RELIEF REQUESTED

12. The relief that the Applicant seeks is the issuance of a waiver of the Applicant's prior criminal convictions, the issuance of which waiver should, in turn, result in the issuance of the pari-mutuel occupational license that he requested the Division issue to him, which license

will authorize the Applicant to ride thoroughbred race horses as a jockey at the licensed Florida thoroughbred racetracks. To the extent that accomplishing such relief requires that the Denial Letter be reversed, quashed or otherwise set aside, then the Applicant requests that relief as well. In addition, the Applicant reserves the right to recover his attorneys' fees from the Division under the provisions of §57.105 or under any applicable provision of Chapter 120.

WHEREFORE, the Applicant prays hat the Division refer this matter to the DOAH to conduct a formal evidentiary hearing pursuant to §§120.569 and 120.57(1); that an order be entered setting aside the Denial Letter, granting the Applicant's Request for Waiver pursuant to §550.105(5) and Rule 61D-5.006 and issuing to the Applicant the pari-mutuel occupational license for which he applied; and that the Applicant be granted such other relief as may be proper under the circumstances.

Dated this 14th day of July, 2022.

S/DAVID S. ROMANIK

David S. Romanik FBN 212199
David S. Romanik, P.A.
Counsel for the Petitioner/Applicant
2355 SE 5th Street
Ocala, Fl 34471
954-610-4441
davidromanik@mac.com

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of July, 2022, a true copy of the foregoing petition was sent by electronic mail to the following personnel of the respondent, the Division of Pari-Mutuel Wagering:

Louis Trombetta
Executive Director, Florida Gaming Control Commission
louis.trombetta@fgcc.fl.gov
louis.trombetta@myfloridalicense.com

Donna Fleming
Clerk, Florida Gaming Control Commission
donna.fleming@fgcc.fl.gov

Bryan Barber
Clerk, Division of Pari-Mutuel Wagering
bryan.barber@myfloridlicense.com

S/DAVID S. ROMANIK

EXHIBIT 1

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK: Evette Lawson-Proctor
Date: 6/24/2022
File #:

Florida dbpr Department of Business & Professional Regulation

Di
Ta
Phone: 850.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

June 23, 2022

Mr. Ramsey Howard Zimmerman
3545 Idlewild Street
Dunnellon, Florida 34431

Letter of License Denial

Dear Mr. Zimmerman:

This Letter of License Denial ("Denial") serves to inform you that your application for a Pari-*Mutuel Wagering* Professional Individual Occupational License and request for waiver is denied *in accordance with* the provisions of Chapter 550, Florida Statutes, and the rules promulgated *thereto. This Denial* is based upon your following criminal dispositions:

1. 11/20/2019 – Grand Theft of a Motor Vehicle (F-3) – Adjudication Withheld – Broward County, Florida (Case No. 062017CF014352A88810)

2. 03/19/2018 – Grand Theft-Statutory Theft (F-3) – Adjudicated Guilty – Marion County, Florida (Case No. 422017CF003913CFAXXX)

These convictions are disqualifying offenses under Section 550.105(5), Florida Statutes. A withheld adjudication of guilt is considered a conviction for licensing under Section 550.105(5), Florida Statutes.

Your Request for Waiver has been denied based on your failure to meet the requirements of Section 550.105(5)(c), Florida Statutes.

You are advised you may not work in any position requiring licensure or be within a restricted area at a pari-mutuel facility without an appropriate valid occupational license.

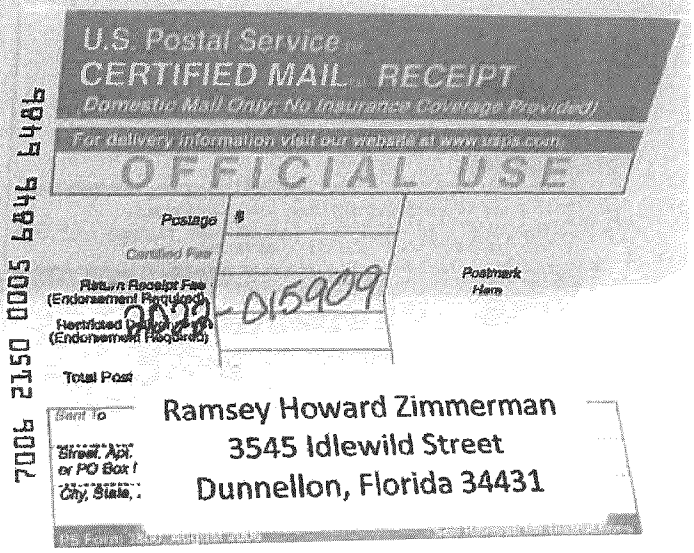
Pursuant to Section 120.57, Florida Statutes, you may request a hearing to challenge the Division's decision within twenty-one (21) days of receipt of this Denial, as provided for in Rule 28-106, Florida Administrative Code, and the attached Notice of Rights.

If you do not request a hearing within twenty-one (21) days of your receipt of this Denial, this Denial will become the Agency's Final Order. If this Denial becomes a Final Order, you will have 30 days to file for an appeal pursuant to Section 120.68, Florida Statutes.

Sincerely,

Joe Dillmore, Director
Division of Pari-Mutuel Wagering

Attachment: Notice of Rights



CERTIFICATE OF SERVICE

I hereby certify this 24 day of June, 2022, that a true copy of the foregoing has been furnished by U.S. mail to:

Ramsey Howard Zimmerman
3545 Idlewild Street
Dunnellon, Florida 34431

Agency Clerk's Office
Department of Business and Professional Regulation

Case No. 2022-015909

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

CASE NO. 22-2264

Agency Case No.: 2022-015909

RAMSEY ZIMMERMAN,

Petitioner,

vs.

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

PETITIONER'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO RESPONDENT

The petitioner, RAMSEY ZIMMERMAN, by and through his undersigned counsel, hereby propounds the following First Request for Production of Documents to the respondent, DIVISION OF PARI-MUTUEL WAGERING, and directs the respondent to respond to the request for production of documents in writing within (30) days of the date hereof:

ITEMS TO BE PRODUCED

1. All orders, whether preliminary or final, entered by the respondent, Division of Pari-Mutuel Wagering (the "Division"), since Chapter 120 became effective in 1975 through which the Division granted or denied a waiver of a felony conviction requested by any occupational license applicant under the provisions of former §550.10 and/or current §550.105(5)(c) and/or current Rule 61D-5.006 (which became effective in 1996), including all of such orders entered after 7/1/2015 that have been transmitted by the Division to the Division of Administrative Hearings ("DOAH") under §120.53 and all of the orders entered by the Division before 7/1/2015 that §120.53(5) requires that the Division continue to maintain.

2. The Division's written policy setting for the criteria for consideration in the granting or denying of a request for a waiver of felony conviction by any occupational license applicant under current §550.105(5)(c) and/or Rule 61D-5.006.

3. The Division's written policy setting for the criteria for determining whether an applicant for a waiver has demonstrated good moral character in connection with the granting or

Filed August 1, 2022 8:00 AM Division of Administrative Hearings

denying of a request for a waiver of felony conviction by any occupational license applicant under current §550.105(5)(c) and/or Rule 61D-5.006.

4. The Division's written policy setting for the criteria for determining whether an applicant for a waiver has established proof of rehabilitation in connection with the granting or denying of a request for a waiver of felony conviction by any occupational license applicant under current §550.105(5)(c) and/or Rule 61D-5.006.

5. The complete file maintained by the Division with regard to the occupational license application submitted by the petitioner, Ramsey Zimmerman, in connection with DBPR Case #2022-015909, including the report of Investigator Tyrell Smith, any recommendations made by the Division staff to the Division Director regarding disposition of the petitioner's license application, any recommendations made by the Division staff to the Division Director regarding disposition of the petitioner's request for a waiver of prior felony convictions and any documents including emails in which the Division Director explained his reason for application and/or felony waiver denial.

6. All emails or other forms of inter-agency communication by and between any employees or staff or upper management of the Division related in any way to the application for occupational licensure of the petitioner by the respondent in connection with DBPR Case #2022-015909, including all such communications in connection with the petitioner's request for a waiver of prior felony convictions.

7. Any and all document that the Division created or reviewed or relied upon in determining that the petitioner, in connection with his request for a waiver of prior felony convictions DBPR Case #2022-015909, had not demonstrated that he is of good moral character as that term is used in Rule 61D-5.006.

8. Any and all documents that the Division created or reviewed or relied upon in determining that the petitioner, in connection with his request for a waiver of prior felony convictions DBPR Case #2022-015909, had not established proof of rehabilitation as that term is used in Rule 61D-5.006.

9. The complete file maintained by the Division with regard to any and all other occupational license applications submitted by Ramsey Howard Zimmerman prior to the application in Case #2022-015909.

10. The complete files maintained by the Division with regard to the Division's decision to grant the felony waiver request made by or on behalf of the following past or current licensees of the Division who were subject to a prior felony conviction that required a felony waiver in order to be licensed by the Division:

(a) George M. Steinbrenner III (both as an occupational licensee and as the owner of a pari-mutuel facility)
(b) Peter Mark Brant
(c) Tyler S. Gaffalione

(d) Nicholas P. Juarez
(e) Stacy A. Leppala

Dated: July 29, 2022

S/David S. Romanik

David S. Romanik FBN 212199
Counsel for the petitioner
P.O. Box 993
Ocala Fl 34478
954-610-4441
davidromanik@mac.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of July, 2022, a true and correct copy of the foregoing was filed with the Clerk of Circuit Court of the Fifth Judicial Circuit, by using the Florida Court's e-Filing Portal, which will send an automatic e-mail message to the persons registered with the e-Filing Portal system: See attached service list:

SERVICE LIST:

Emily A. Leiva
Deputy Chief Attorney
Division of Pari-Mutuel Wagering
emily.Leiva@myfloridalicense.com

S/David S. Romanik

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

RAMSEY ZIMMERMAN,

Petitioner,

vs.

Case No. 22-2264
Agency Case No.: 2022-015909

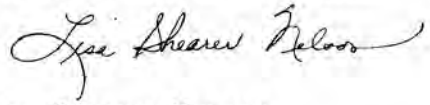
FLORIDA GAMING CONTROL COMMISSION, DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

INITIAL ORDER

1. Any document filed with DOAH by a party represented by a lawyer shall be filed electronically through eALJ located at www.doah.state.fl.us. Parties not represented by a lawyer may file electronically through eALJ. Documents filed through eALJ shall include the filing party's e-mail address and a copy shall be served upon all other parties. All documents must contain the DOAH style and case number.
2. **The agency or, where the agency is not a party, the Petitioner shall initiate communications and coordinate with all parties and provide the following information within seven days of the date of this Order.** However, regardless of how coordination is accomplished, all parties or parties' counsel are charged with the duty of conferring and providing a **joint** response to this Order. If coordination is not possible due to circumstances outside of the reasonable control of the parties, each party shall individually provide the information.
   a. Any related cases before DOAH, and, if so, the DOAH case number;
   b. Estimated length of time necessary to conduct the final hearing;
   c. Suggested geographic location for the final hearing. Any party may ask the judge to consider his or her preference for either an in-person hearing or a hearing conducted by Zoom conference;
   d. All dates more than 30 and less than 70 days from the date of this Order on which both parties are available for the final hearing; and
   e. Whether the parties are aware of any need for an ADA accommodation by any participant to the hearing, and, if so, the nature of the accommodation.
3. Parties not represented may file electronically through eALJ or mail. **Choose one method** of filing for each document.
4. **Every person filing a document at DOAH must ensure that no information protected by privacy or confidentiality laws is contained in any document that would be posted to DOAH's website in the regular course of business.**
5. **Failure to comply with the provisions of paragraph 2 shall waive venue rights, and the final hearing will be set at a time and place determined by the Judge.**

DONE AND ORDERED this 29th day of July, 2022, in Tallahassee, Florida.



LISA SHEARER NELSON
Administrative Law Judge
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675
www.doah.state.fl.us

SUMMARY OF PROCEDURES

This case has been filed with the Division of Administrative Hearings to conduct an evidentiary hearing governed by chapter 120, Florida Statutes, and Florida Administrative Code Chapter 28-106, Parts I and II.

THE PARTIES SHALL TAKE NOTICE THAT:

1. Parties that have not previously registered for electronic filing may register through eALJ at www.doah.state.fl.us. Once your registration has been submitted you will receive electronic notification within 24 hours that your account has been activated. **Your registration must be activated before you may file electronically.**
2. If a document is **not** electronically filed as provided on page one, **parties not represented by a lawyer** shall file the document on 8.5" x 11" paper at the address below the Judge's signature and serve a copy upon all other parties.
3. Discovery may be undertaken in the manner provided in the Florida Rules of Civil Procedure and, if desired, should be initiated immediately. Subpoenas may be obtained from the Judge by contacting (850) 488-9675, extension 5444. Registered e-filers shall obtain subpoenas electronically through the DOAH website under the eALJ link. Discovery must be completed five days before the date of the final hearing unless an extension of time for good cause is granted.
4. The government agency for which a hearing is conducted will make arrangements for preserving the testimony at the final hearing.
5. A party may appear personally or be represented by a lawyer or other qualified representative, pursuant to rule 28-106.106. *Self-represented litigants should review "Representing Yourself" located on the Division's website at www.doah.state.fl.us. Parties not represented by counsel are also notified of The Florida Bar's "Free Legal Answers" and other related resources, which are available at www.floridalawhelp.org.*
6. Rule 28-106.210 provides that requests for continuances must be filed with the Judge at least five days prior to the date of hearing, except in cases of extreme emergency, and will only be granted for good cause shown.
7. Parties will promptly notify the Judge in the event of a settlement or other development which might alter the scheduled hearing.
8. The parties are expected to discuss the possibility of settlement, enter into pre-hearing stipulations of fact and law, identify and limit issues, and exchange exhibit and witness lists prior to the hearing.
9. If all parties agree, this case may proceed as a summary hearing, without discovery, if requested by motion within 15 days from the date of this Order. A Final Order will be entered within 30 days after the hearing.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should notify the Judge in the response to the Initial Order, or if not known at that time, contact the Judge's secretary no later than ten days prior to the hearing. The Judge's secretary may be contacted at the address or telephone numbers on page one, via 800-955-8770 (Voice), 800-955-1339 (ASCII), 800-955-8771 (TTY), or 844-463-9710 (Spanish) Florida Relay Service.

COPIES FURNISHED:

Emily Ann Alvarado Esquire
(850)717-1783

David S. Romanik Esquire
(954)610-4441

Lanier-FGCC, Ebonie

From: Alvarado, Emily
Sent: Wednesday, September 21, 2022 3:33 PM
To: Stinson, Elizabeth
Cc: davidromanik@mac.com; Lanier-FGCC, Ebonie
Subject: FW: Ramsey Zimmerman--Informal Hearing

Please see the below email from opposing counsel.

Thank you,

Emily A. Alvarado
Deputy Chief Attorney
Office of the General Counsel
Florida Gaming Control Commission
Phone: (850) 717-1783
Fax: (850) 921- 1311
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

-----Original Message-----
From: David Romanik [mailto:davidromanik@mac.com]
Sent: Wednesday, September 21, 2022 2:30 PM
To: Lanier-FGCC, Ebonie; Alvarado, Emily
Subject: Ramsey Zimmerman--Informal Hearing

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Good afternoon. I have another case with the FGCC—which case concerns the objection of a client of mine, Debary Real Estate Holdings LLC, to the intended revocation of Debary's pari-mutuel permit. In my petition, which I filed in November of 2021,I asked that this

case be sent to DOAH. After many months of discussions about whether my petition should be referred to DOAH for a formal hearing or retained by the agency for an informal hearing, FGCC decided last Friday to send my petition and two other similar petitions to DOAH—with the expectation that the three petitions would be consolidated. I did not mention that case in my prior letter because it had been essentially in limbo for nearly 10 months—and I wasn't expecting that any action would happen in that case that could or would become an impediment to the scheduling of Mr. Zimmerman's informal hearing.

The significance here is that in our responses to DOAH's initial order, the consensus among the three lawyers on my side of the table is that a three day hearing will be requested and the suggested dates are November 21 through 23—which, as you know, include several of the days that I had previoulsy indicated that I was available for the informal hearing in Mr. Zimmerman's case.

Accordingly, please advise the hearing officer of my unavailability on those three days—11/21 - 11/23.

Thank you.

David Romanik
davidromanik@mac.com
954-610-4441

Lanier-FGCC, Ebonie

From: David Romanik <davidromanik@mac.com>
Sent: Friday, September 30, 2022 6:21 PM
To: Stinson, Elizabeth
Cc: Alvarado, Emily; Lanier-FGCC, Ebonie
Subject: Re: SERVICE OF ORDER in Ramsey Zimmerman v. FGCC, FGCC Case No. 2022-015909

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Thank you Ms. Stinson for accommodating my schedule and granting the other requests I made about the conduct of the hearing.

Your order does not make reference to the motion to strike that I previously filed. Do you intend for that motion be set for hearing before the informal hearing—or will it be dealt with at the 11/16 hearing? As I am sure you have gleaned from the motion, I prefer that it be dealt with before the 11/16 hearing to make sure that the record—which could potentially end up before a DCA—does not contain the material that I consider to be irrelevant and therefore inadmissible, all as addressed in the motion to strike. In addition, I requested that you order the Division or FGCC to secure RCI reports for the other jockeys mentioned in the motion to strike which, as a regulatory agency, the Division can secure from ARCI but which, as a layman, I cannot secure, so as to add some context to my client's RCI information that I consider to have the potential of being highly prejudicial as part of a record on appeal unless my client's RCI report is viewed in comparison to the RCI records of the three leading jockeys in North America for whom I have requested reports.

Please let me know if you will grant a hearing on the motion to strike. If so and if you are considering setting that hearing in October, please set it before October 17 which is the day that my 2-week trial commences. Presently, I cannot attend such a hearing on October 5, but the other days during the first 2 weeks of October are relatively open.

Thank you again.

David Romanik
davidromanik@mac.com
954-610-4441

On Sep 30, 2022, at 5:50 PM, Stinson, Elizabeth <Elizabeth.Stinson@fgcc.fl.gov> wrote:

All:

Please find attached an Order in Ramsey Zimmerman v. FGCC, FGCC Case No. 2022-015909 set for informal hearing.

Sincerely,

<image003.png> <image004.png>

Elizabeth K. Stinson
Chief Attorney
Florida Gaming Control Commission
Office of General Counsel
850.717.1243 Office

<Order responding to Joint Response 9-30-22.pdf>

RAMSEY ZIMMERMAN,

Petitioner,

v. FGCC Case No.: 2022-015909

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERNG

Respondent.
_____/

ORDER

This matter came before Elizabeth K. Stinson, the designated hearing officer for the Florida Gaming Control Commission.

On September 16, 2022 the undersigned hearing officer issued a Scheduling Order directing the parties to issue a joint response that identified several dates and times that the parties were available for a final hearing. The parties responded with a Joint Response to Scheduling Order identifying several dates and times that both parties were available for the hearing. Petitioner also requested an in person hearing.

Subsequent to this Joint Response, counsel for Petitioner notified undersigned and counsel for Respondent of counsel's lack of availability on certain previously agreed upon dates.

Rule 28-106.305, Fla. Admin. Code states that "The presiding officer before whom a case is pending may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive determination of all aspects of the case."

It is therefore ORDERED THAT:

1. The hearing is hereby set for November 16, 2022, at 1:00 pm.

2. The hearing will be held in person at 2601 Blair Stone Road, Tallahassee, Florida 32399. Petitioner's witness will have the opportunity to appear via video conference.

DONE AND ORDERED this 30th day of September, 2022, in Tallahassee, Leon County Florida.

Elizabeth K. Stinson

Elizabeth K. Stinson
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 30th day of September, 2022 that a true copy of the foregoing "Order" has been furnished to:

David Romanik
DavidRomanik@mac.com
Counsel for Petitioner

Emily Alvarado
Emily.Alvarado@fgcc.fl.gov
Counsel for Respondent

Elizabeth K. Stinson

Elizabeth K. Stinson
Florida Gaming Control Commission

October 13, 2022

PMW Case # 2022-015909

Division of Pari-Mutuel Wagering
Florida Gaming Control Commission
Tallahassee, Florida

To whom it may concern:

This letter concerns the attempt by Ramsey Zimmerman to once again be licensed as a jockey.

My name is Ian Brennan and I have been a thoroughbred horse trainer for 17 years. During most of my career as a thoroughbred horse trainer, I trained horses at various racetracks in North America and Ireland. I have previously held a trainer's license issued by the State of Florida. Presently, I manage a training center in Ocala, Florida known as Stonestreet Training Center. This training center is owned by my employer, Barbara Banke. Ms. Banke is also the owner of a major breeding farm in Kentucky and the owner of a racing stable that has owned and raced many champion race horses. Included among those champions is a horse named Curlin who was twice voted Horse of the Year, a feat achieved by only 4 other horses in racing history (including Secretariat), and who retired as the leading money earner of any horse that has raced in North America.

As with most other training centers in Ocala, the initial breaking and training young thoroughbred horses begins in September to October when the horses are 1 year old, with the goal being to have those horses ready to race beginning in April of the next year when the racetracks start carding races for 2 year old horses. Many of the horses in training at Stonestreet are owned by Ms. Banke. There are also a few select outside racing stables that utilize Stonestreet for the training of their young horses, including two of the most successful stables in America, Repole Stables and St. Elias Stable. Both of those stables annually acquire their racing stock at the premier horse auctions in America and Europe and they have been among the buyers of the horses that sell for the most money at those sales.

Because the quality of the racing stock in training at Stonestreet is without equal, it is widely recognized that Stonestreet is among the most exclusive and prestigious training centers in North America. And because of the quality of the horses that train at Stonestreet, I recruit and hire the best available exercise riders. Based on his resume, his professional approach towards his craft and my prior experiences with him mentioned below, I hired Ramsey as an exercise rider at the training center during the 2022 training season.

I have known Ramsey from his days as a jockey at Gulfstream Park Race Track. During that time, Ramsey rode several horses that I trained or that were owned by my employer. My impression of Ramsey in those days was that he was a jockey who always tried to bring the best out of whatever horse he was riding. I know that he had success as a jockey in winning many stakes races, including a Grade 1 race (the highest classification of races) at Woodbine Race

Track in Canada in 2007 on a horse named Cloudy Knight. Other than the typical riding violations that happen with all jockeys, I am unaware of any rumors that Ramsey did anything as a jockey that cast a negative light on the integrity of racing. It is not a stretch for me to say that Ramsey was always professional in all of his interactions with me, both as a jockey and as an exercise rider.

I lost track of Ramsey when his legal problems surfaced. However, after he started working for me at Stonestreet, I quickly realized that when Ramsey is on the back of a horse that he still possessed the skills as a horseman that made him a successful jockey despite his absence from the track.

At Stonestreet, Ramsey was a model employee. He was the first exercise rider to arrive and he was the last one to leave. He showed up for work every day. He was respectful to me, to the other riders and to the other employees, including grooms and hot-walkers. Although he shared with me his prior problems with the drugs he was taking to maintain his weight, he always arrived at the training center clear-eyed and ready to work, with no sign of any sort of substance abuse.

I certainly will miss having an exercise rider as skilled as Ramsey. However, his skills are such that he should be displaying them at the track as a jockey. Because my experiences with Ramsey this past year have caused me to believe that his prior issues are behind him, I am in complete support of Ramsey's desire to be licensed as a jockey.

Yours truly,

2415 SE 145TH STREET — SUMMERFIELD, FL 34491

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

CASE NO. 2022-015909

RAMSEY ZIMMERMAN,

Petitioner,

v.

DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

NOTICE OF FILING

The petitioner, Ramsey Zimmerman, hereby gives notice of the filing of the attached letter issued by Ian Brennan of Stonestreet Stables on October 13, 2022 in support of the petitioner's application for licensure.

Dated: November 4, 2022.

S/DAVID S. ROMANIK

David S. Romanik FBN 212199
David S. Romanik, P.A.
Counsel for Petitioner/Applicant
2355 SE 5th Street
Ocala, Fl 34471
954-610-4441
davidromanik@mac.com

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of November, 2022, a true copy of the foregoing petition was sent by electronic mail to the following personnel of the respondent, the Division of Pari-Mutuel Wagering:

Donna Fleming
Clerk, Florida Gaming Control Commission
donna.fleming@fgcc.fl.gov

Emily A. Alvarado
Attorney, Florida Gaming Control Commission
emily.alvarado@fgcc.fl.gov

Ebonie N. Lanier
Administrative Assistant to the Hearing Officer
ebonie.lanier@fgcc.fl.gov

S/DAVID S. ROMANIK

Fleming, Donna

From: David Romanik <davidromanik@mac.com>
Sent: Friday, November 4, 2022 11:12 AM
To: Fleming, Donna
Cc: Alvarado, Emily; Lanier-FGCC, Ebonie
Subject: Ramsey Zimmerman; FGCC Case No. 2022-015909
Attachments: Notice of Filing A.pdf

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Ms. Fleming—please file the attached Letter of Support into Mr. Zimmerman's case file. Mr. Zimmerman's informal hearing is scheduled for November 16, 2022.

Thank you.

David Romanik
davidromanik@mac.com
954-610-4441

STONESTREET

October 13, 2022

Division of Pari-Mutuel Wagering
Florida Gaming Control Commission
Tallahassee, Florida

To whom it may concern:

This letter concerns the attempt by Ramsey Zimmerman to once again be licensed as a jockey.

My name is Ian Brennan and I have been a thoroughbred horse trainer for 17 years. During most of my career as a thoroughbred horse trainer, I trained horses at various racetracks in North America and Ireland. I have previously held a trainer's license issued by the State of Florida. Presently, I manage a training center in Ocala, Florida known as Stonestreet Training Center. This training center is owned by my employer, Barbara Banke. Ms. Banke is also the owner of a major breeding farm in Kentucky and the owner of a racing stable that has owned and raced many champion race horses. Included among those champions is a horse named Curlin who was twice voted Horse of the Year, a feat achieved by only 4 other horses in racing history (including Secretariat), and who retired as the leading money earner of any horse that has raced in North America.

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I have known Ramsey from his days as a jockey at Gulfstream Park Race Track. During that time, Ramsey rode several horses that I trained or that were owned by my employer. My impression of Ramsey in those days was that he was a jockey who always tried to bring the best out of whatever horse he was riding. I know that he had success as a jockey in winning many stakes races, including a Grade 1 race (the highest classification of races) at Woodbine Race

STONESTREET

Track in Canada in 2007 on a horse named Cloudy Knight. Other than the typical riding violations that happen with all jockeys, I am unaware of any rumors that Ramsey did anything as a jockey that cast a negative light on the integrity of racing. It is not a stretch for me to say that Ramsey was always professional in all of his interactions with me, both as a jockey and as an exercise rider.

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I certainly will miss having an exercise rider as skilled as Ramsey. However, his skills are such that he should be displaying them at the track as a jockey. Because my experiences with Ramsey this past year have caused me to believe that his prior issues are behind him, I am in complete support of Ramsey's desire to be licensed as a jockey.

Yours truly, Jean Brown

2415 SE 145TH STREET — SUMMERFIELD, FL 34491

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

RAMSEY ZIMMERMAN,

Petitioner

v. FGCC Case No.: 2022-015909

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERNG,

Respondent.
_____/

ORDER GRANTING MOTION TO STRIKE

This matter came before the hearing officer on Petitioner's September 13, 2022, Motion to Strike Certain Documents Included within the Notice of Hearing Packet Filed by the Respondent on September 6, 2022 ("Motion to Strike" or "Motion").

Petitioner moved to strike pages 33, 44-63, 99-140, 144-166, and 168-182 of the Respondent's Notice of Hearing packet as irrelevant, or unfairly prejudicial, and therefore inadmissible.

Respondent did not respond to the Motion and does not appear to object to Petitioner's characterization of the pages.

It is therefore ORDERED THAT:

1. Pages 33, 44-63, 99-140, 144-166, and 168-182 of Respondent's Notice of Hearing Packet be stricken from the record.

DONE AND ORDERED this 9th day of November, 2022, in Tallahassee, Leon County Florida.

Elizabeth K Stinson
_____
Elizabeth K. Stinson
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 9th day of November, 2022 that a true copy of the foregoing has been furnished via email to:

David Romanik
DavidRomanik@mac.com
Counsel for Petitioner

Emily Alvarado
Emily.Alvarado@fgcc.fl.gov
Counsel for Respondent

Elizabeth K. Stinson
Florida Gaming Control Commission

Florida dbpr Department of Business & Professional Regulation

Div

Tal
Phone: 850.

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK: Evette Lawson-Proctor
Date: 6/24/2022
File #:

Melanie S. Griffin, Secretary

Ron DeSantis, Governor

June 23, 2022

Mr. Ramsey Howard Zimmerman
3545 Idlewild Street
Dunnellon, Florida 34431

Letter of License Denial

Dear Mr. Zimmerman:

This Letter of License Denial ("Denial") serves to inform you that your application for a Pari-Mutuel Wagering Professional Individual Occupational License and request for waiver is denied in accordance with the provisions of Chapter 550, Florida Statutes, and the rules promulgated thereto. This Denial is based upon your following criminal dispositions:

1. 11/20/2019 – Grand Theft of a Motor Vehicle (F-3) – Adjudication Withheld – Broward County, Florida (Case No. 062017CF014352A88810)

2. 03/19/2018 – Grand Theft-Statutory Theft (F-3) – Adjudicated Guilty – Marion County, Florida (Case No. 422017CF003913CFAXXX)

These convictions are disqualifying offenses under Section 550.105(5), Florida Statutes. A withheld adjudication of guilt is considered a conviction for licensing under Section 550.105(5), Florida Statutes.

Your Request for Waiver has been denied based on your failure to meet the requirements of Section 550.105(5)(c), Florida Statutes.

You are advised you may not work in any position requiring licensure or be within a restricted area at a pari-mutuel facility without an appropriate valid occupational license.

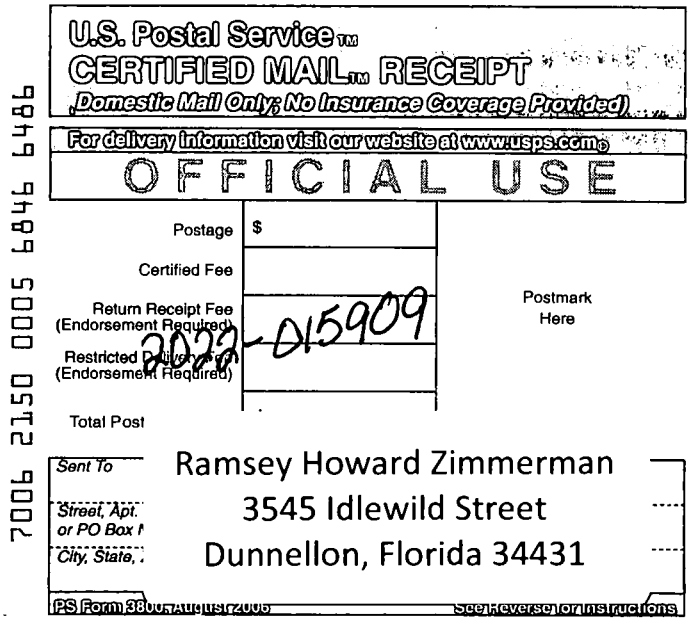
Pursuant to Section 120.57, Florida Statutes, you may request a hearing to challenge the Division's decision within twenty-one (21) days of receipt of this Denial, as provided for in Rule 28-106, Florida Administrative Code, and the attached Notice of Rights.

If you do not request a hearing within twenty-one (21) days of your receipt of this Denial, this Denial will become the Agency's Final Order. If this Denial becomes a Final Order, you will have 30 days to file for an appeal pursuant to Section 120.68, Florida Statutes.

Sincerely,

Joe Dillmore, Director
Division of Pari-Mutuel Wagering

Attachment: Notice of Rights



CERTIFICATE OF SERVICE

I hereby certify this 24 day of June, 2022, that a true copy of the foregoing has been furnished by U.S. mail to:

Ramsey Howard Zimmerman
3545 Idlewild Street
Dunnellon, Florida 34431

Gretta L. Proctor
AGENCY CLERK'S OFFICE
Department of Business and Professional Regulation

Case No. 2022-015909

NOTICE OF RIGHTS

This is an action that may affect your substantial interests. Mediation of this administrative dispute is not available. However, pursuant to Sections 120.569 and 120.57, Florida Statutes, you may request a hearing on this matter, provided a written request is filed with the agency. The request must comply with the requirements of Rules 28-106.111, and 28-106.201 or 28-106.301, Florida Administrative Code. The written request must be received by the Division within 21 days of your receipt of this notice.

If the Division determines there are disputed issues of material fact, the case will be forwarded to the Division of Administrative Hearings for a formal hearing. If there are no disputed issues of material fact, the Division will schedule an informal hearing. You will be notified of the date, time and place of the hearing. In either case, you have the burden of establishing entitlement to the license.

In a formal hearing, you have the right to appear in person on your own behalf, to be represented by an attorney, to bring witnesses and present evidence, to cross-examine any witnesses produced against you by the State, and to have subpoenas issued on your behalf.

In an informal hearing, you have the right to appear in person on your own behalf, to be represented by an attorney, and to submit whatever information you desire to show entitlement to the license.

If a hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, is not requested within 21 days, the foregoing Letter of License Denial will become a Final Order. Any party adversely affected by this Final Order has the right to seek its judicial review under Section 120.68, Florida Statutes, by the filing of an original Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Agency Clerk, 2601 Blair Stone Road, Tallahassee, Florida 32399-2202 (Email: AGC.Filing@myfloridalicense.com), and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate Florida District Court of Appeal. The Notice of Appeal must be filed (received) in the Office of the Agency Clerk within thirty (30) days after the date this Order is filed with the Clerk.

In all the above proceedings, practice is governed by Chapter 120, Florida Statutes, and Rule 28-106, Florida Administrative Code.

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: **icampbell**

VR Home Complaint Search **Maintain Complaint**

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**		Status **90 Closed**	Status Date	**06/15/2022**
Complaint #	**2022015909**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Respondent	**ZIMMERMAN, RAMSEY HOWARD**	Responsible	**tsmith2 - SMITH, TYRELL** Private Case

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**	☐ Parties	☑ Activities
Form	**WALK - Walk-in**	Priority		☑ Allegations	☐ Discipline
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**	☐ Violations	☐ Compliance
Security	**STND - Standard**	Incident	**01/06/2022**	☑ Related	☑ Disposition
Region	**SR - Southern Region**	Received	**04/05/2022**	☐ Inspection	
Reference				☐ Costs	
Entered	**04/05/2022**	Entered By	**rmahalinga**	☐ Time Tracking	Auto Assign
Summary	**90-DAY DEADLINE: July 20, 2022 --------- / -------- . 04/21/2022 - Waiver Interview conducted --------- / ---------- . 321 - Gulfstream Park Racing Association, Inc.**			☐ Attachments	History
				☐ Work Notes	Print Report
Updated	**06/16/2022 09:34:35**	By	**icampbell**		

71 Change | Save | OK | Cancel | Back

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OFFICE OF INVESTIGATIONS

WAIVER INVESTIGATIVE REPORT

Office: **PMW**	Region: **Southern**	Date of Complaint: **April 5, 2022**	Case Number: **2022 01 5909**

Respondent:	Complainant:
ZIMMERMAN, RAMSEY H **3545 SW STREET** **DUNNELLON, FLORIDA 34431** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 West Commercial Boulevard, Suite 165** **Ft. Lauderdale, Florida 33309**

License # / Type: **2004202 / 1021**	Profession: **Jockey**	Report Date: **May 25, 2022**

Period of Investigation: **April 5, 2022 through May 25, 2022**	Type of Report: **Final**

Basis of Investigation: This investigation is predicated upon Ramsey H. **ZIMMERMAN's** Individual Occupational License Application and Waiver Request Form dated January 6, 2022. **(Exhibit #1)**

On January 6, 2022, **ZIMMERMAN** submitted an application to be licensed as a Jockey at Gulfstream Park. On his original application he answered **"YES"** to the question, "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?

ZIMMERMAN disclosed the following arrests; 08/17/2011 Misdemeanor arrest for Drug Possession from Iowa, 12/06/2015 Felony Property Theft Possession from Louisiana, 03/19/2018 Felony arrest for Grand Theft from Marion County Florida and an 11/20/2019 Felony arrest for Grand Theft from Broward County Florida. Note; the following two arrests dated 08/17/2011 and 12/06/2015 have been documented in previous waivers.

On January 18, 2022, **ZIMMERMAN** was informed by licensing that his PMW license application was incomplete. **(Exhibit #4, Page #43)**

On January 27, 2022, **ZIMMERMAN** amended his application and disclosed an additional two arrests; 10/27/2001 Misdemeanor arrest for Driving Under the Influence (DUI) from Illinois and a 02/10/2016 Misdemeanor arrest for Possession of Cannabis from Florida. **(Exhibit #1)**

Related Case: **2016 03 5632**

Investigations Specialist II / Date: May 27, 2022	Approved by Investigator Supervisor / Date
Tyrell D. Smith	Julio Minaya / June 13, 2022

Chief of Investigations / Date

Steven E. Kogan / June 15, 2022

CRIMINAL HISTORY

Arrest 1					
Date of Arrest: November 7, 2017	**Arresting Agency:** Ocala Police Department, Marion County, Florida				
OFFENSE					
CHARGES		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Grand Theft	Felony	Guilty	Adj. Guilty	03/19/2018
2	Driving While License Suspended	Misdemeanor	Guilty	Adj. Guilty	03/19/2018
3					
4					

SENTENCE
Court Assessment cost total of $1,009.50, Paid to date $10.00, Balance due $999.50. Restitution due $0 / 210 days in county Jail.

Additional Information: Upon **ZIMMERMAN's** arrest an outstanding warrant from Baton Rouge, Louisiana was discovered. However, the authorities in Louisiana instructed Marion County that they no longer were interested in extraditing **ZIMMERMAN** back. **(Exhibit #3, Pages 1 through 13)**

Arrest 2					
Date of Arrest: March 25, 2018	**Arresting Agency:** Broward County Sheriff's Office, Ocala Florida				
OFFENSE					
CHARGES		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Grand Theft Motor Vehicle	Felony	Nolo Contendere	Adj. Withheld	11/20/2019
2					
3					
4					

SENTENCE
Court Assessment cost $577.00, balance due none. Sentenced to 12 months' probation.

Additional Information: On December 18, 2017 warrant #17014352CF10A1 was issued by Broward County Clerk of Courts for **ZIMMERMAN's** arrest in connection with the above incident. He was subsequently arrested on 03/25/2018 in Marion County and extradited back to Broward County where he pled Nolo Contendere and was sentenced to probation on November 20, 2019. **(Exhibit #3, Pages 14 through 35)**

CRIMINAL HISTORY

Arrest 3					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
CHARGES		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

Arrest 4					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
CHARGES		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

ADDITIONAL LICENSES

	YES	NO
Has the Applicant ever possessed a Florida Pari-Mutuel Occupational License?	X	
Does the Applicant possess an Occupational License from other jurisdictions?		X

1. License Type: Jockey 1021			
Date Licensed:	Expiration Date:	License #: 2004202	Agency or Jurisdiction: Florida PMW

	YES	NO
Has License ever been suspended or revoked?		X
Was any derogatory information received?		X
Additional Comments: 10/30/99-06/30/00, 01/23/00-06/30/00, 12/11/03-06/30/04, 08/16/04-06/30/05, 08/16/2008-06/30/09 and 09/26/13-06/30/16. **(Exhibit #4, Pages 1 & 2)**		

2. License Type:			
Date Licensed:	Expiration Date:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

3. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

4. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

WAIVER INTERVIEW

	YES	NO
Was a Waiver Interview Conducted?	X	
Date of Interview: April 21, 2022	Location of Interview: Via telephone	
	YES	**NO**
Was the applicant cooperative?	X	
Additional Comments:		

SUMMARY OF INTERVIEW:

During the interview **ZIMMERMAN** was asked if there had been any other arrests or incidents since his last application and waiver interview which was conducted by this Investigator in 2016. **ZIMMERMAN** replied by saying yes; he stated that since his last application he had been arrested and convicted on two separate incidents. The first was a 2017 Felony arrest for Motor Vehicle Grand Theft from Marion County Florida and a 2018 Felony Grand Theft from Broward County, Florida.

In reference to his 2017 Felony arrest from Marion County, Florida, for Motor Vehicle Grand Theft, **ZIMMERMAN** stated that because he was taking weight loss medication, it affected his thought process and he decided to steal a vehicle for no apparent reason. He drove the vehicle for a few minutes, exited and walked away. While walking he was subsequently stopped by the police and placed under arrest.

In reference to his 2018 Felony arrest in Marion County, Florida, for Motor Vehicle Grand Theft, **ZIMMERMAN** stated that he was arrested on an outstanding warrant. He said that the arrest was related to the theft of a vehicle from the parking lot of Palm Meadows Race Track in Palm Beach County, Florida. He stated that after stealing the vehicle he drove to Gulfstream Park and entered the backside where he remained until he was approached and detained by Security. While being questioned by security **ZIMMERMAN** fled. However, a few months later he was arrested in Marion County and extradited back to Broward County where he was sentenced to twelve (12) months' probation. When asked by this Investigator if he had told the security at Gulfstream Park that he had purchased the vehicle that he was being accused of stealing **ZIMMERMAN** said yes, but it was all a lie.

ZIMMERMAN stated that during the time frame of these two arrests he was taking weight loss medication, which he believes caused him to be malnourished and not in the right frame of mind.

ZIMMERMAN also provided a letter of recommendation from his current employer. **(EXHIBIT #4, Page #69)**

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET ……..

II. INVESTIGATIVE REPORT ……...

III. EXHIBITS

1. Waiver Request / Application / License / Photo. 1-7
2. Rap Sheet. 1-20
3. Legal Documents. 1-35
4. Supporting Docs: ARCI/ Def. Letter / Other. 1-84

90-DAY DEADLINE

JULY 20, 2022
(DATE)

Investigations Section:

Reviewed by Steve Kogan **SK June 15, 2022**
(Initial & Date)

The attached "Request for Waiver" file has been reviewed for completeness and accuracy, and has been forwarded to the Licensing Section.

Licensing Section:

_____ _____ _____
Application Processor **Facility (d/b/a name)** **Occupation/Job Title**

Reviewed by Glenda Ricks _____
(Initial & Date)

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any gaming or racing jurisdiction?

Yes _____
No _____

Office of Director:

Reviewed by Director _____
(Initial & Date)

Prepare Waiver _____
Prepare Denial _____

Comments: _____

Investigative Findings:

November 7, 2017	**Ocala Police Department, Marion County, Florida – Grand Theft – Felony – Driving While License Suspended – Misdemeanor – Pled Guilty to both Counts – Adjudicated Guilty on March 19, 2018 – Sentenced to 210 days in County Jails – Court cost $1,009.50.**
March 25, 2018	**Broward County Sheriff's Office, Broward County Florida – Grand Theft Motor Vehicle – Felony – Pled Nolo Contendere – Adjudication Withheld on November 20, 2019 – Sentenced to 12 months' Probation – Court cost $577.00.**

PRIOR LICENSE ACTIONS

November 7, 2016	**Florida PMW License and Waiver Application DENIED based on Unpaid Fines noted on his ARCI. On March 2, 2017, Stipulation of Consent Order was issued withdrawing Notice of Denial Letter and placing applicant on a six (6) month probationary period.**

Jockey

DBPR PMW-3180 – Request for Waiver

RECEIVED

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
www.myfloridalicense.com

DIVISION OF PARI-MUTUEL WAGERING

TO: Ramsey Howard J. [redacted] 2004202
Full Legal Name of Applicant | Date of Birth | Individual/Org. Number

If you are a new applicant to Florida and have been convicted of any felony, regardless of whether adjudication was withheld, or if you are renewing your pari-mutuel occupational license in Florida and have been convicted of any of the crimes listed below, you must first request and receive a waiver from the Division Director in order to receive a Florida Pari-Mutuel Wagering Occupational License or Cardroom License. Please check the appropriate box(es) below that best describes your situation:

For Pari-Mutuel and Cardroom Applicants:

☑ A conviction 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 Florida 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. A felony or misdemeanor in this state, in any other state, or under the laws of the United States, if such felony or misdemeanor is related to gambling or bookmaking, as contemplated in Section 849.25, Florida Statutes, or involves cruelty to animals.

☐ Currently under Suspension, Declared Ineligible, Ruled Off, Revoked, Denied, Ejected, Unpaid Fine, in this or any other racing jurisdiction. Specify discipline and jurisdiction:

☐ New applicant to Florida who has been convicted of any felony, regardless whether adjudication was withheld.

For Cardroom Applicants Only:

☐ A misdemeanor involving forgery, larceny, extortion, or conspiracy to defraud, in this state or any other state, or under the laws of the United States.

If you choose to request a waiver, please sign this form below and return it with your completed application, license, and fingerprint fees. After an investigation is conducted, the Division Director will either grant or deny the request for waiver. You will be notified of the decision by mail at the address provided on your application.

UNTIL YOU ARE LICENSED:

1) You are not permitted to engage in any activity which requires a pari-mutuel occupational license or a cardroom license at any pari-mutuel facility in Florida. If you are found to be working without a license, you will be subject to arrest for trespassing and your waiver request may be denied.

2) You are forbidden from accessing any of the restricted areas of any pari-mutuel facility in Florida.

I hereby request a waiver for the situation(s) or conviction(s) noted above, and acknowledge that license and fingerprint fees are non-refundable in the event the waiver request is denied. I hereby acknowledge that my failure to participate in a waiver interview or to disclose any pertinent information regarding convictions, rulings, revocations, or denials from other jurisdictions will result in a denial of the request for waiver. I hereby waive the Section 120.60, Florida Statutes, timeline requirement regarding the processing of this application.

Signature of Applicant

1-6-22
Date

TO BE CONSIDERED FOR A WAIVER, APPLICANTS MUST COMPLETE FORM DBPR PMW-3195 – REQUEST FOR RELEASE OF INFORMATION AND AUTHORIZATION TO RELEASE INFORMATION, AND SCHEDULE A WAIVER INTERVIEW WITH THE OFFICE OF INVESTIGATIONS.

EXHIBIT # - 1
PAGE # - 168

RECEIVED

2022 JAN 31 AM 11:46

RECEIVED

RECEIVED JAN 06 2022 BY:

Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering
DBPR PMW-3120 – Individual Occupational License Application

Instructions: Please [illegible] 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

S[redacted] | Date [redacted] | Gender ☑ Male ☐ Female

Last Name: Zimmerman | First: Ramsey | Middle: Howard | Suffix:

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

Current Mailing Address: 3545 Idlewild St | Email Address (optional): zimmsock2@gmail.com

City: Dunnellon | State: FL | Zip Code (+4 optional): 34431 | Country, if other than USA:

Primary [redacted] | Secondary/Cell Phone Number (optional): [redacted]

Current Street Address: 3545 Idlewild St

City: Dunnellon | State: FL | Zip Code (+4 optional): 34431 | Country, if other than USA:

Type of Occupational License applying for:
☐ Pari-Mutuel General Individual ☑ Pari-Mutuel Professional Individual
☐ Cardroom Employee

Occupation: Jockey

Facility where employed and/or doing business: Stonestreet Stables LLC.

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 business with a pari-mutuel permit? ☐ Yes ☑ No

Do you own or lease animals intended for racing in Florida? ☑ No ☐ Yes, complete the following:

Stable Name, Kennel Name, or Business Name _____

Trainer Name (horse or greyhound 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 1021 | License # 2004202 | File # 34047 | App # 232005

Association Code 920 | Date Received 1/6/22 | Entered By PMP | License Year 21/24

License Fee 80 | FP Date 5/6/21 | FP Fee $13.25 | Total Fee $93.25

Off Temp | Waiver Requested | ARCI resub 2M | Enforcement | Minor

SIGN & DATE

RH2 03-03-21

RECEIVED 2022 MAR 32 PM 1:

EXHIBIT # - 1
PAGE # - 2

769

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☒ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

2022 JAN 10 PM 2:43
DIVISION OF PARI-MUTUEL WAGERING

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
3-19-18	marion	FL	Grand theft	Felony	Time Served
12-06-2015	St Tammany	LA	Grand Theft Possion	Felony	5 years Probation
8-17-11	Polk county	IW	Possession	Misdemeanor	Time Served
11-20-19	Broward	FL	Grand theft	Felony	1 year Probation

☐ 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.
☒ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

varias Rule in Frackin's minor Rachize in Fracking

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

[signature] 1-6-22

Signature of Applicant Date

EXHIBIT # 70
PAGE # -3

Amended application # 232005 RECEIVED Entity # 2004202

2022 JAN 31 AM 11:46

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

RH2

☐ Yes ☒ No — Have you ever been convicted of, or had adjudication 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?

RH2

☒ Yes ☐ No — Have you ever been convicted of or had adjudication withheld for any crime, or plad 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 chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
10/27/2001	cook	ILL	DuI	misdemeanor	suspended sentence
02/10/2016	marion	FL	Possession of cannabis	misdemeanor	6 month probation

☒ 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.

☐ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

Several infraction's See RCI

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

[signature] 01-27-22

Signature of Applicant Date

EXHIBIT # -1
PAGE # -74

Entity# 2004202

DBPR PMW-3195 – Request for Release of Information and Authorization to Release Information

RECEIVED

2022 JAN 31 AM 11:46

DIVISION OF PARI-MUTUEL WAGERING

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
www.myfloridalicense.com

PERSONAL INFORMATION

Social Security Number/Federal Employer ID Number [redacted]

IF INDIVIDUAL APPLICANT, PLEASE COMPLETE THE FOLLOWING SECTION

Last Name: Zimmerman | First: Ramsey | Middle: Howell | Title | Suffix

Birth Date (MM/DD/YYYY)

IF BUSINESS APPLICANT, PLEASE COMPLETE THE FOLLOWING SECTION

Representative's Name: Last | First | Middle | Title | Suffix

Permitholder Name

Official Capacity

ATTEST STATEMENT

I, Ramsey Zimmerman (name of applicant/representative) do hereby instruct all law enforcement 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, Department of Business and Professional Regulation.

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.

Ramsey Zimmerman
(If individual applicant - legal name and any nickname or alias in parentheses)

Applicant/Representative Signature: [signature] Date: 0-15-22

SIGN & DATE

RHZ

NOTARIZATION

The foregoing application was sworn to and subscribed before me this 31 Day of Jan 20 22.

by Ramsey Zimmerman (Type or print name of applicant) [signature] (Signature of applicant)

who is personally known to me or who has produced the following as identification.

FL Drivers License
Type of Identification

Cathleen Cook
Signature of person taking acknowledgement
Notary Seal
(Rubber Stamp and Expiration)

CATHLEEN COOK
MY COMMISSION EXPIRES
04-27-2022
NOTARY PUBLIC
COMM. #GG 191172
STATE OF FLORIDA

RECEIVED 2022 MAR 22 PM 1:20

DBPR PMW-3195, Effective 9-12-12, Rule 61D-4.002, F.A.C. Page 1 of 1 1.1

EXHIBIT # 1
PAGE # 5

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **tsmith2**

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 **06/30/2019**

File # **34047** Name **ZIMMERMAN, RAMSEY HOWARD** Extended To

License # **2004202** Rank **PIND - Professional Individual Occupational** Renewed On **03/10/2017**

Entity # **2004202** Lic Status **App Expired**

Address

Street # **3545** Street **IDLEWILD ST**

Line 2

Line 3

City **DUNNELLON** State **FL** Zip **34431**

Routing

Other

1st License Date **09/26/2013** Rank Date **03/10/2017** Certificate #

Method **I-S-1020** Status Date **10/09/2021** Certificate Date **01/24/2000**

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
A	ENFO - Enforcement Alert	11/13/2017	
C	JCKY - Jockey		
I	TBRD - Thoroughbred		
L	321 - Gulfstream Park	04/12/2017	
Y	3YR - 3 Year License	09/26/2013	

Alt Keys

BEST LIC NBR **PIN2004202**

Get Adobe Reader

EXHIBIT # 1
PAGE # 6

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **rmahalinga**

VR Home > License Search > **Display Alerts**

Fed Tax # [redacted]		Lic Type	**1021 - PMW Professional Individual Occupational**	Expires On	**06/30/2019**
File #	**34047**	Name	**ZIMMERMAN, RAMSEY HOWARD**	Extended To	
License #	**2004202**	Rank	**PIND - Professional Individual Occupational**	Renewed On	**03/10/2017**
Entity #	**2004202**	Lic Status	**App Expired**		

Description	Effective	Notes
Enforcement Alert	11/13/2017	

OK

Get Adobe Reader.

EXHIBIT # 7
PAGE # 7

Nov 11-7-17

STATE OF FLORIDA
IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY FLORIDA

STATE OF FLORIDA,
-vs-
RAMSEY H ZIMMERMAN
Defendant.

UCN: 422017CF003913CFAXXX
Case Number: 17CF003913AX
OBTS#: 4201259666

Judgment

☐ PROBATION VIOLATOR
☐ COMMUNITY CONTROL VIOLATOR

☐ RESENTENCE
☐ RETRIAL

The defendant RAMSEY H ZIMMERMAN being personally before this court represented by AMANDA SIZEMORE, the attorney of record and the state represented by STATE ATTORNEY and having entered a plea of Guilty/Admit to the following crime(s):

CNT #	CHARGE		LVL DGR
1	812.014.2C	GRAND THEFT STATUTORY THEFT	Felony Third Degree
2	322.34.2A	DRIVING WHILE LICENSE SUSPENDED REVOKED CANCEL	Misdemeanor Second Degree

☐ The __ PROBATION __ COMMUNITY CONTROL previously ordered in this case is revoked.
☐ The PRIOR ADJUDICATION OF GUILT IN THIS CASE IS CONFIRMED and no cause having been shown why the defendant should not be adjudicated guilty.

It is ordered that the defendant is hereby Adjudicated Guilty of the above crime(s).,

STATE OF FLORIDA, COUNTY OF MARION
I HEREBY CERTIFY that the foregoing is a true and correct copy of pages ___ through ___ of the instrument filed in this office.
The original instrument filed contains 8 pages.
☐ This copy has no redacti s.
☐ This copy has been r ursua o law.
DAVID R. ELLSPERMANN, C t & y Court
Dated ___ by: ___ C

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
CFN# 2018031906 BK 6743 Pgs 0436-0437 04/04/2018 04:13:00 PM
REC FEE INDEX

EXHIBIT # -3
PAGE # -4

STATE OF FLORIDA
IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY FLORIDA

STATE OF FLORIDA,
-vs-

UCN: 422017CF003913CFAXXX
Case Number: 17CF003913AX

RAMSEY H ZIMMERMAN
Defendant.

Signature Page

In the event the above sentence is to Department of Corrections, the Sheriff of MARION County Florida, is hereby ordered and directed to deliver the defendant to the Department of Corrections at the facility designated by the department together with a copy of this judgment and sentence and any other documents specified by Florida Statute.

The defendant in open court was advised of the right to appeal from this sentence by filing notice of appeal within thirty days from this date with the clerk of this court and the defendant's right to the assistance of counsel in taking the appeal at the expense of the state on showing of indigence.

In imposing the above sentence, the court further orders:
SNT:CONFINEMENT CONCURRENT WITH EACH COUNT
COST FOR INCARCERATION IS ORDERED AT A RATE OF $50.00 PER DAY AS A CIVIL RESTITUTION LIEN AND THE DEFENDANT'S DRIVERS LICENSE SHALL NOT BE SUSPENDED FOR FAILURE TO PAY THE CIVIL LIEN.
COURT HAS NO OBJECTION TO DEFENDANT SERVING MCJ SENTENCE IN BROWARD COUNTY

DONE and ORDERED in open court at Ocala, Marion County, Florida on 03/19/2018

STEVEN G ROGERS, Circuit Judge

EXHIBIT # -3
PAGE # 779 5

STATE OF FLORIDA
IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY FLORIDA

STATE OF FLORIDA,
-vs-
RAMSEY H ZIMMERMAN
Defendant.

UCN: 422017CF003913CFAXXX
Case Number: 17CF003913AX

Sentence

(As To Count 1)

The defendant, being personally before this court, accompanied by the defendants' attorney of record, AMANDA SIZEMORE and having been ADJUDICATED GUILTY CONVICTED herein, and the court having given the defendant an opportunity to be heard and to offer matters in mitigation of sentence, and to show cause why the defendant should not be sentenced as provided by law, and no cause being shown,

(Check applicable provision)

☐ and the court having on 03/19/2018 deferred imposition of sentence until this date 03/19/2018

☐ and the court having previously entered a judgment in this case on _____ now resentences the defendant

☐ and the court having placed the defendant on probation/community control and having subsequently revoked the defendant's probation/community control

IT IS SENTENCE OF THE COURT that:

The Defendant is hereby committed to the custody of the Sheriff of MARION County Florida.

☒ The defendant pay a $250.00 fine pursuant to section 775.083, Florida Statutes, plus a 5% surcharge $12.50 pursuant to section 950.25 Florida Statutes.

☐ The defendant is sentenced as a youthful offender in accordance with section 958.04, Florida Statutes.

TO BE IMPRISONED:

For a term of Minimum 0.00 year(s) 0.00 month(s) 0.00 day(s) Maximum 210.00 day(s)

In the event the defendant is ordered to serve additional split sentences, all incarcerations portions shall be satisfied before the defendant begins service to the supervision terms.

COMMUNITY CONTROL/PROBATION:

Community Control
For a term of 0.00 year(s) 0.00 month(s) 0.00 day(s)
Probation
For a term of 0.00 year(s) 0.00 month(s) 0.00 day(s)

EXHIBIT #-3
PAGE # - 6

STATE OF FLORIDA
IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY FLORIDA

STATE OF FLORIDA,
-vs-
RAMSEY H ZIMMERMAN
Defendant.

UCN: 422017CF003913CFAXXX
Case Number: 17CF003913AX

Sentence

(As To Count 2)

The defendant, being personally before this court, accompanied by the defendants' attorney of record, AMANDA SIZEMORE and having been ADJUDICATED GUILTY CONVICTED herein, and the court having given the defendant an opportunity to be heard and to offer matters in mitigation of sentence, and to show cause why the defendant should not be sentenced as provided by law, and no cause being shown,

(Check applicable provision)

☐ and the court having on 03/19/2018 deferred imposition of sentence until this date 03/19/2018

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The Defendant is hereby committed to the custody of the Sheriff of MARION County Florida.

☐ The defendant pay a fine pursuant to section 775.083, Florida Statutes, plus a 5% surcharge pursuant to section 950.25 Florida Statutes.

☐ The defendant is sentenced as a youthful offender in accordance with section 958.04, Florida Statutes.

TO BE IMPRISONED:

For a term of Minimum 0.00 year(s) 0.00 month(s) 0.00 day(s) Maximum 60.00 day(s)

In the event the defendant is ordered to serve additional split sentences, all incarcerations portions shall be satisfied before the defendant begins service to the supervision terms.

COMMUNITY CONTROL/PROBATION:

Community Control
For a term of 0.00 year(s) 0.00 month(s) 0.00 day(s)
Probation
For a term of 0.00 year(s) 0.00 month(s) 0.00 day(s)

EXHIBIT # 3
PAGE # 7

STATE OF FLORIDA
IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY FLORIDA

STATE OF FLORIDA,
-vs-
RAMSEY H ZIMMERMAN
Defendant.

UCN: 422017CF003913CFAXXX
Case Number: 17CF003913AX

Special Provisions
(As To Count 1)

It is further ordered that the defendant shall be allowed a total of 133.00 day(s) credit for such time incarcerated before imposition of this sentence.

CREDIT FOR TIME SERVED IN RESENTENCING AFTER VIOLATION OF PROBATION OR COMMUNITY CONTROL:

☐ It is further ordered that the defendant be allowed ____ days time served between date of arrest as a violator following release from prison to the date of resentencing. The Department of Corrections shall apply original jail time credit and shall compute and apply credit for time served and unforfeited gain time previously awarded on:
(Offenses committed before October 1, 1989.)

☐ It is further ordered that the defendant be allowed ____ days time served between date of arrest as a violator following release from prison to the date of resentencing. The Department of Corrections shall apply original jail time credit and shall compute and apply credit for time served on:
(Offenses committed between October 1, 1989, and December 31, 1993.)

☐ The Court deems the unforfeited gain time previously awarded on the above case/count forfeited under section 948.06(7), Florida Statutes.

☐ The Court allows unforfeited gain time previously awarded on the above case/count. (Gain time may be subject to forfeiture by the Department of Corrections under section 944.28(1), Florida Statutes.

☐ It if further ordered that the defendant be allowed ____ days time served between date of arrest as a violator following release from prison to the date of resentencing. The Department of Corrections shall apply original jail time credit and shall compute and apply credit for time served only pursuant to section 921.0017, Florida Statutes, on:
(Offenses committed on or after January 1, 1994.)

Submit to DNA Test

EXHIBIT # - 3
PAGE # - 782

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT, IN AND FOR MARION COUNTY, FLORIDA

STATE OF FLORIDA

Case Number: 17CF003913AX

vs.

RAMSEY H ZIMMERMAN
Defendant

CHARGES/COSTS/FEES

The Defendant is hereby ordered to pay the following sums if checked:

Mandatory Costs per Case in All Cases:

X $50.00 pursuant to Section 938.03, Florida Statutes (Crimes Compensation Trust Fund).
X $225.00 pursuant to Section 938.05, Florida Statutes (Additional Court Cost).
X $50.00 pursuant to Section 775.083(2), Florida Statutes (County Crime Prevention Program).

Mandatory Costs in all Cases per Count:

X $6.00 as a court cost pursuant to Section 938.01, Florida Statutes (Criminal Justice Clearing Trust Fund).
X $40.00 pursuant to Section 938.06, Florida Statutes (Crime Stoppers Trust Fund).
X $4.00 as a court cost pursuant to Section 938.15, Florida Statutes (Criminal Justice Education for Local Government).
X $6.00 as a court cost pursuant to Section 938.19, Florida Statutes, and Marion County Ordinance 96-24 (Teen Court).
X $130.00 as a court cost pursuant to Section 939.185, Florida Statutes, and Marion County Ordinance 04-15 (Additional Court Costs for County Programs).

Discretionary Costs in Specific Types of Cases per Case.

X $100.00 (*as ordered by the Court)* pursuant to Section 938.27, Florida Statutes (Prosecution/Investigative Costs).
X $100.00 (*as ordered by the Court)* pursuant to Section 938.29, Florida Statutes (Public Defender Fees).

****All previously ordered costs are included in this Order.****

DONE AND ORDERED in open court at Ocala, Marion County, Florida, on 03/19/2018.

STEVEN G ROGERS, Circuit Judge

EXHIBIT #-3
PAGE # 7839

ARREST AFFIDAVIT/FIRST APPEARANCE FORM
OCALA POLICE DEPARTMENT

ORIGINAL

OBTS # 4201259666

Agency ORI # FL 042 0100

Court Case Number: 17CF3913W

Felony ☒ Misdemeanor ☐ County or Municipal Ordinance ☐ Traffic ☐ Juvenile ☐ Warrant ☐ CAPIAS ☐

Agency Case Number: 201700215871

Defendant's Name: Last Zimmerman First Ramsey Middle H

DOB	SEX	RACE	HGT	WGT	HAIR	EYES
[redacted]	M	W	504	120	Bln	

Mailing Address: St./P.O. Box HOMELESS

Scars-Marks- Tattoos-Amputations (describe each)

St. Add. (if different): Street City State Zip

Phone: Res. ( )

Place of Birth FL

Alias:

Place of Employment: None

Phone: Bus

Occupation

Social Security Number: [redacted]

Diver Lic. No.: [redacted]

State: FL

Vehicle Towed By: N/A

Hold on Vehicle: Yes ☐ No ☒

Agency:

Arrest-Suffix 01

Arrest Date: 11/07/17 Mo. Day. Year

Arrest Time: 1613

Arrest Location: 3000 blk NW 10 St

U.S. Citizen Y ☒ N ☐ U ☐ N/A ☐

Residence Type: 1. City ☒ 2. County ☐ 3. Florida ☐ 4. Out-of-Florida ☐

Activity: F. Forgery O. Counterfeit A. Fraud X. Stolen Property T. Traffic P. Possess S. Sell B. Buy R. Smuggle D. Deliver U. Use M. Manufacture/ Produce/ Cultivate Z. Other K. Dispense/ Distribute N. N/A

Type: A. Amphetamine B. Barbiturate C. Cocaine P. Heroin H. Hallucinogen M. Marijuana O. Opium/Deriv S. Synthetic U. Unknown P. Paraphernalia/ Equipment U. 2. Other N. N/A

CHARGE

Description	Counts	Activity	Type	NCIC	CIS	Statute	Bond Amount	In Accordance to Bond Schedule
Grand Theft Motor Vehicle	1	N	N			812.014(2c6)	$5,000	Y ☒ N ☐
DWLSR	1	N	N			322.34	$1,000	Y ☒ N ☐
								Y ☐ N ☐
								Y ☐ N ☐
								Y ☐ N ☐

Indication of:
Alcohol Influence Y ☐ N ☒ Unk ☐
Drug Influence Y ☐ N ☒ Unk ☐

Weapon Seized/Type Y ☐ N ☒

Juvenile Disposition
1. Handled/Processed Within Dept. and Released ☐
2. Turned Over to HRS/CYF ☐
3. Incarcerated (County Jail) ☐

JAIL LOG: (To be completed by booking Officer)

Date Booked 11/7/17

Time Booked 1820 AM PM

Booking Officer S633

Fingerprinted By: SS63

Jail Inmate Number:

Photographed By: SS63

Bin Number

Advised of Rights By: advised

Check for Warrant(s) NCIC ☐ FCIC ☐ Local ☐

Holds Yes ☒ No ☐

Agency of Hold: Louisiana

Attorney (if known) Private

Religion J ☐ Pr ☐ C ☒ Other ☐

Marital Status S ☒ M ☐ D ☐ Sep ☐

Telephone call logged allowed Time AM PM ( )

Next of Kin/PARENTS OF JUVENILE (for emergency) Jenni Martinez

Relation Address GF

Phone [redacted]

Date / /

Returnable Court Date

Returnable Court Time AM PM

Release Date / /

Release Time AM PM

Releasing Officer

BOND, Charge A

Charge B

Charge C

Charge D

Charge E

NAME AND ADDRESS OF BONDMAN

Bond Type: ROR ☐ SURETY ☐ Cash ☐

Bail Bond ☐ Cert ☐ Other ☐

Approving Officer Signature

OPD Form 020A - Rev. Mar.'98

1597104

EXHIBIT # -3
PAGE # -11

Complaint/Arrest

Affidavit Continuation

Court Case No.

Agency Case No. 20170021587

ORIGINAL

Defendant Name:	Last	First	Middle	Date of Birth
	Zimmerman	Ramsey	Howard	[redacted]

PROBABLE CAUSE AFFIDAVIT:
(specify probable cause for each charge)

Before Me, the undersigned authority personally appeared D.E. Wright who being duly sworn, alleges, on information and belief, that on the 7 day of November, 2017, in Marion County, Florida, the defendant did:

knowingly and unlawfully commit the offenses of grand theft motor vehicle and driving while license suspended, to wit:

On 11/07/17, I responded to Davis Bail Bonds, 804 NW 30 Ave, in reference to some sort of disturbance. Upon my arrival I made contact with Wayne Baker, who stated that his girlfriend's vehicle had just been stolen from their home at 1911 NW 6 St. Baker went on to state that he and his girlfriend, Shantae James, had just arrived home from the store and were picking up children to leave again. While at the house Baker states that an unknown white male, later identified as the defendant Ramsey Zimmerman, had come to the door asking if someone lived at the home. Baker states that he told the defendant that he had the wrong house, at which time Baker states he walked back into the house, into the kitchen. Baker states he then walked back outside to see the defendant driving away in James' red 2017 Nissan Sentra, bearing FL tag [redacted] Baker states that he then jumped into his car and gave chase.

Baker further stated that he caught up to the vehicle on SR 40, heading west, at NW 27 Ave. Baker states the vehicle then made several turns before ending up on NW 30 Ave. The defendant then drove the vehicle behind Davis Bail Bonds, 804 NW 30 Ave, and jumped out and ran on foot upon coming to a fence. Baker states that he started to chase the defendant, but changed his mind due to not knowing if the defendant was armed. Baker states he went out to NW 30 Ave where he flagged down a Marion County Sheriff's Deputy, giving him the description of the subject that had just stolen the vehicle and ran. James arrived at the scene while I was conducting the investigation and speaking with Baker. James states that she is the registered owner of the vehicle, but she did not actually see the theft or the defendant, as she was tending to the children. James states that she had left the car running, as she was gathering her children to leave.

Other deputies were already on scene and searching for the defendant when I arrived. Deputies utilized a K-9 unit as well as the air unit to search for the defendant, as the defendant was last seen running along the fence of the Marion County Jail, northbound. After a short search of the area around the Marion County Jail, I was notified that deputies and Ocala Police Officers had located a subject matching the description given. I was advised that the subject was located in the wooded area, directly across the street from the guard shack of the Marion County Jail. I completed a show up admonition form and advised Baker of the instructions for the show up, which he stated he understood.

(contd)

FILED
2017 NOV -8 A 6:29
CLERK CIRCUIT COURT
MARION COUNTY, FL

SWORN to and SUBSCRIBED before me
This 7 day of November, 2017.

Notary Public - Certified Officer
(circle one)

AFFIANT

Ocala Police Department
ARRESTING AGENCY

OPD Form O20B - Rev. Mar. '98

EXHIBIT # 3
PAGE # 12

Complaint/Arrest

Affidavit Continuation

Court Case No.

Agency Case No. 201700215871

Defendant Name:	Last	First	Middle	Date of Birth
	Zimmerman	Ramsey	Howard	[redacted]

ORIGINAL

PROBABLE CAUSE AFFIDAVIT:
(specify probable cause for each charge)

Before Me, the undersigned authority personally appeared D.E. Wright who being duly sworn, alleges, on information and belief, that on the 7 day of November, 2017, in Marion County, Florida, the defendant did:

(contd)

I then drove Baker to the area of the guard shack, where the defendant was walked to the roadway, not in handcuffs. Baker positively identified the defendant as the culprit that stole the vehicle, further stating he was 100% positive. I instructed units to place the defendant under arrest and transport him across the street to the Marion County Jail.

I responded back to Davis Bail Bonds with Baker. I then processed the vehicle for latent prints, which was negative. There were several smudge marks, but no prints. Located in the driver's floorboard was a black Home Depot hat, which Baker stated the defendant was wearing when he came to the door of their home.

A check of DHSMV revealed the defendant's drivers license was not valid. The defendant's drivers license was suspended on 03/28/16 for failure to pay child support and suspended on 06/01/16 for failure to comply with a court summons..

FILED
FINAL INTAKE
2017 NOV -8 A 6:29
DAVID R. ELLSPERMANN
CLERK CIRCUIT CT.
MARION COUNTY

SWORN to and SUBSCRIBED before me
This 7 day of November, 2017.

Notary Public - Certified Officer
(circle one)

AFFIANT

Ocala Police Department
ARRESTING AGENCY

OPD Form O20B - Rev. Mar. '98

EXHIBIT # 3
PAGE # 13

COUNTY COURT OF THE FIFTH JUDICIAL CIRCUIT,
IN AND FOR MARION COUNTY, FLORIDA

STATE OF FLORIDA
vs.
RAMSEY H ZIM[redacted]

Case Number: 17MM006354AX
Agency Case Number: O17215926

RACE: White
GENDER: Male

JUDGMENT & SENTENCE

Judge: R JAMES MCCUNE
State Attorney: STATE ATTORNEY
Defense Attorney:

Event Date: 11/08/2017
Hearing Type: FIRST APPEARANCE

Arrest Data:

Date:	Booking #:	Agency Case #:	OBTS #:
11/07/2017	O17215926	O17215926	4201259666

941.13	INTERSTATE FUGITIVE FROM LOUISIANA	N/A N/A	11/07/2017

MOTIONS/WAIVERS:

Waive Counsel

PROSECUTOR PHASE:	COURT PHASE/PLEA/DISPOSITION:
	SEQ: 1 Action: EXTRADITION BY CRT on 11/08/2017 Plea: No plea entered Trial: None

R JAMES MCCUNE

I HEREBY ACKNOWLEDGE receipt of a copy of this form and understand that I must comply with all applicable conditions noted above.

C/O MCJ
Defendant's Signature

123 ANYWHERE
OCALA, FL 34471
Mailing Address

Filed on November 21, 2017.

B. Flowers
~~Deputy~~ Clerk

EXHIBIT # 3
PAGE # 16

17-MM-6354

FILED
CRIMINAL DIVISION
2018 MAY 14 PM 3:08
JAVIER RAMOS
CLERK OF THE CIRCUIT COURT
MARION COUNTY, FLORIDA

MARION COUNTY SHERIFF'S OFFICE

DETENTION BUREAU FAX

Granted
Denied
MCSO is authorized to release this subject reference Louisiana VOP hold only (see attached teletype.)

R. James McCune, Jr., County Judge
Dated: 5/12/18

Date: 5/11/2018

Number of pages, including cover sheet: 2

(#total 13 pages)
Copy to:
MCSO (Jail)
SAO
SAO 5-14-18

To: JUDG MCCUNE	From: C. Harris, Classifications Specialist II
Phone: 4017824	Phone: (352) 368-3528
Fax: 401-7840	Fax: (352) 369-6840

Remarks:

Your Honor,
Please be advised that we are in receipt of a teletype message from Louisina in regards to not extraditing Ramsey Zimmerman, who was seen in First Appearance by you on 11/7/17. Please give us the authority to release subject based upon the teletype from Louisiana. Subject was arrested on a Special Handling VOP for Louisiana.

Ref:Ramsey Zimmerman W/M [redacted]

Thank You,

C. Harris #1697 Senior Classifications Specialist

2 pages
NOR: Sent by email on 5/12/18

MCSO Form #14-432 Rev 01/22/17

EXHIBIT #-3
PAGE # -1-

McCune, Jim

From: Harris, Cynthia <charris@marionso.com>
Sent: Friday, May 11, 2018 4:59 PM
To: McCune, Jim
Subject: FW: RAMSEY ZIMMERMAN

I am forwarding the message from Louisiana to Broward County..

From: Harris, Cynthia
Sent: Friday, May 11, 2018 4:54 PM
To: McCune, Jim (jmccune@circuit5.org)
Cc: Marsh, Kim (kmarsh@circuit5.org); Lucky, Jennifer
Subject: RAMSEY ZIMMERMAN

PLEASE BE ADVISED THAT RAMSEY ZIMMERMAN IS NOT CURRENTLY IN OUR CUSTODY, HE IS IN BROWARD COUNTY!!

FILED
CRIMINAL DIVISION
2018 MAY 14 PM 3:09
DAVID ROSS LAMAR
CLERK CIRCUIT COURT
MARION COUNTY FL

CYNTHIA HARRIS #1697
SENIOR CLASSIFICATIONS SPECIALIST
MARION COUNTY SHERIFF'S OFFICE
(352)368-3528 OR (352)351-8077 EXT 2243

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. CONFIDENTIALITY NOTICE: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error please contact the sender (by phone or reply electronic mail).

EXHIBIT # 3
PAGE # 1 of 2

Received: 2018-05-11 16:23:03 MSG-NBR: 00101 MNE: S4200000Z
AM FL0420001LA017045G RE:ZIMMERMAN, RAMSEY
WM [redacted]
TTY RECVD WE ARE IN THE PROCESS OF CLEARING YOUR HOLD

AUTH MARION CO SO OPER ERICKSON
PX 352-369-6778 FAX 352-369-6840

FORWARDED MESSAGE FOLLOWS
--NLETS--
AM.LA017045G
13:12 05/11/2018 05691
13:12 05/11/2018 33045 FL0420001

TXT
DEPT OF PUBLIC SAFETY AND CORRECTIONS BATON ROUGE,LA
CURTIS P FREMIN-DIRECTOR PROBATION AND PAROLE
MAY 11, 2018
TO:MARION CO JAIL
ATTN:CLASSIFICATION
RE:ZIMMERMAN, RAMSEY WM [redacted] LADOC#715052
REFER TO OUR PREVIOUS MESSAGES, AUTHORIZING YOU TO HOLD SUBJECT ON PROBATION VIOLATION WARRANT # STM572393, STM572394. WE HAVE THIS DATE BEEN INFORMED BY THE SENTENCING COURT THAT WE ARE TO NO LONGER HOLD SUBJECT ON THIS SENTENCING WARRANT. DO NOT HOLD SUBJECT FOR THIS OFFICE ON THIS WARRANT ANY LONGER.
THANK YOU FOR YOUR ASSISTANCE.
PLEASE ACKNOWLEDGE RECEIPT THIS MESSAGE FOR OUR RECORDS.
AUTH:TADD STOUT/LADOC PROBATION AND PAROLE
WARRANT-FUGITIVE AND EXTRADITION UNIT
PHONE: 225-342-4405 OR 225-342-0229/ORI LA017045G
EMAIL:TSTOUT@CORRECTIONS.STATE.LA.US OR
MEAGANBONAVENTURE@CORRECTIONS.STATE.LA.US
OPER/BRITTANY.--END--

END OF FORWARDED MESSAGE

--NLETS--
AM MESSAGE HAS BEEN SENT TO NLETS.
--END--

FILED
CRIMINAL DIVISION
2018 MAY 14 PM 3:03
DAVID R. [illegible]
CLERK CIRCUIT COURT
MARION COUNTY, FL

EXHIBIT #-3
PAGE # -19

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 3/26/2018 1:10:13 PM.****

Broward County Sheriff's Office

17-14352

Booking Report

CIS #	501801286	BCCN #	894868					Booking Sheet Control Date and Time			
OBTS	607242157	Print Clearance	03/25/18 06:01:05	Prints	Yes			03/25/18 10:52:41			
Arrest #	BS 1801286	Offense Report #						Agency	BROWARD SHERIFF'S OFFICE		
Last Name First Middle	ZIMMERMAN, RAMSEY HOWARD							SSN #	[redacted]		
Race	Sex	Height	Weight	Eyes	Hair	Comp	Age Admitted	DOB	Place of Birth	State	FDLE
W	M	505	150	BLU	BRO	LGT	36	[redacted]	PALM BEACH	FLORIDA	8272270
Permanent Address	5990 NW 64TH OCALA FL 34482								Months of Residence	0	
Arrest Date	03/25/18 05:36:00	Place of Arrest	MARION COUNTY SHERIFFS OFFICE					Arresting Officer	6162 GORDON		
Inmate Logged Date	03/25/18 05:37:17	Inmate Log Type	FULL INTAKE					Place Admitted	MAIN		

Intake Comments SP/CO/29/54-11590 WC-11807

Alias Last name, First, Middle, DOB ZIMMERMAN, RAMSEYHOWARD, [redacted]

Warrants Officer Id: bs11807

Scars,Marks,Tattoos

Tattoos	Arm, right	SUN; CROSS; SUN'S RAY; SLEEVE; HORSE;
Tattoos	Back	HORSE SKELOTON,

Release Date/Time	Release Reason	Release Authorized By

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level	M.C	B. Type	Bond Amount
1	03/25/18 09:33	812.014-2c6	17014352CF10A	3F	Y	BOND	$1,000.00
Charges	GRAND THEFT /AUTO		Comments				
Booking Off. ID	bs11669	County	BROWARD	Judge	TIM BAILEY		
Holder Status Code	ACTIVE		Holder Status Code	OTHER STATE			

* End of Report *

EXHIBIT # -3
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SHORT ARREST INFORMATION FORM

ARREST NUMBER	LAST NAME	FIRST NAME	MIDDLE NAME
	ZIMMERMAN	Ramsey	Howard
CASE NUMBER	D[redacted]	ADDRESS	

RACE	SEX	AGE	T[redacted]	DATE OF ARREST	PLACE OF ARREST
W	M		0530	3/25/2018	Marion County Sheriffs office

ARRESTING DEPUTY / OFFICER / AGENT	IDN#	AGENCY	DIVISION
Dep. B. Gordon	6162	BSO	DOD

CHECK APPLICABLE BOXES	CAPIAS/WARRANT	COURT ORDER	BOND SURR.	OTHER
	WC#			

COUNT NUMBER	OFFENSES CHARGED	CAPIAS# WARRANT# CASE#	BOND AMOUNT
Ø1	CAP-FEL GRAND THEFT (Motor Vehicle)	17014352CF10A	$1000.00

COMMENTS:

RELEASE INFORMATION:

DATE: _____

RELEASE REASON: _____

TIME: _____ BY IDN# _____

2018 MAR 25 AM 5:42

Dep. B. Gordon 6162

ARRESTING DEPUTY / OFFICER / AGENT SIGNATURE

Original Copy (Court) Yellow Copy (State Attorney) Blue Copy (Fingerprints) Pink Copy (Arresting Officer)

BSO DB#12 (Revised 02/08)

SP/CO/29/54 - 11590 WC - 11807

EXHIBIT # -3
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BSO - Warrants/Extradition Division

Confirmation Report

Print Date: March 25, 2018 8:35:42AM

Confirmation Information

Confirmation Number: WC-201803646 Date Issued: 03/25/2018 Issued By: bs11807

Issued To Name/Org: BOOKING/BSO / JMS

Status: Assigned

Notes: NEW ARREST, SUBJECT EXTRADITED BCK FROM MARION CO. CIS 501801286

Case Number: 17014352CF10A-000 Name: ZIMMERMAN, RAMSEY HOWARD

Capias Date: 2017/12/18 Origin: BC DOB: [redacted] Race/Gender: WM

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W/M 02/22/1982

Ramsey Howard Zimmerman
5990 NW 64Th Street
Ocala FL 34482

Male [redacted] White
17-014352-CF10A

5 Ft. 4 In. Blue

BCCN:

RECEIVED SHERIFF

2018 JAN -8 PM 3:21

In The Circuit/Court
In And For Broward County
Florida

BROWARD COUNTY, FLORIDA

Capias

Judge Tim Bailey - FH
Deft Number 17-014352-CF10A

To all and singular the sheriffs of Florida, Greetings:

You are commanded to take **Ramsey Howard Zimmerman**

If that person be found in your county, arrest and safely keep so that you may have that person's body before the Judge of our said court instanter to answer to the charge, filed by the State Attorney of Broward County, Florida to:

Charge	Charge Description	Bond Amount
1	Grand Theft (Motor Vehicle)	1,000.00
	Total:	1,000.00

Issue Date: 12/18/2017

And have you then and there this writ.

CLERK OF CIRCUIT & COUNTY COURT IN GOD WE TRUST 17TH JUDICIAL CIRCUIT FLORIDA BROWARD COUNTY

1/2/2018
Witness Brenda D. Forman, Clerk of our
Said court and the seal of our said court,
At the Courthouse at Fort Lauderdale Florida,
Brenda D. Forman, Clerk

By: MAnderson Deputy Clerk

Arresting Agency:
Type of Capias Issued: **Capias - Not In Custody**

****

Received this capias on _____ and executed same on _____
By arresting the within named defendant and having him now before the court.
_____, Sheriff By: _____
Deputy Sheriff

EXHIBIT # 3
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800

Filing # 65515523 E-Filed 12/18/2017 12:55:38 PM

BROWARD COUNTY
ARREST #

SHADED FIELDS MUST BE ANSWERED IF DEFENDANT NOT IN CUSTODY

☐ ARREST FORM

Filing Agency: CITY OF HALLANDALE	Offense Report: 28-1710-036260							OBTS #		
Defendant's Last Name: ZIMMERMAN	First: RAMSEY HOWARD	Middle						Alias/Street Name: "RANDY"		
Race: W	Sex: M	Hgt: 5'04	Wgt:	Hair: BLOND	Eyes: BLUE	Comp: LIGHT	Age: 35	DOB: [redacted]	Birth Place: FL	Citizenship: US
Permanent Address: 5990 NW 64TH ST. OCALA, FL 34482									Scars, Marks, Tt	
Residence Type: (1) City (2) County (3) Florida (4) Out of State	Local Address: 5990 NW 64TH ST, OCALA, FL 34482								Place of Employment: GULFSTREAM RACE TRACK, 901 S	Length
How long defendant in Broward County:	Breathalyser By/CCN		Reading	Place of Arrest					Date/Time Arrested	Arresting Officer(s) CCN
Officer Injured: Y ☐ N ☒	Unit	Zone	Beat	Shift	Trans. Unit	PMD Y ☐ N ☒			Transporting Officer/CCN	Pick-up Time / Time Arrived/BSO

HYP/ACTIVITY: 1

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, F-Use, M-Manufacture/Produce/Cultivate, K-Dispense/Distribute, Z-Other

Indication of:	Y	N	UK
Alcohol Influence	☐	☐	☐
Drug Influence	☐	☐	☐

Attach Defendant's Photo

Vehicle Towed To: _____

Name of victim(s) (if corporation, enter legal name and state of incorporation): [redacted]

Count #	Offenses Charged	WCM / Citation # (if applicable)	FS or Cap as/Warrant #
1	VEH THEFT-GRAND THEFT OF MOTOR VEHICLE		[redacted]

Before me this date personally appeared SANKS, FREDERICK A. (6217) who being first duly sworn deposes and says that on the 18 day of October (year) 2017 at 8898 LYONS ROAD, BOYNTON BEACH, FL 33472 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows:

WITNESS: [redacted] - PHONE: [redacted]
WITNESS: [redacted] - PHONE: [redacted]
WITNESS: [redacted] - PHONE: [redacted]
WITNESS: [redacted] - PHONE: [redacted]

* * * 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

SANKS, FREDERICK A. (6217)
Officer's Name/CCN

Detective Bureau
Officer's Division

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 19TH day of OCTOBER, 2017 (year), by DETECTIVE SANKS, FREDERICK A. (name and title), who is personally known to me or has produced _____ as identification.

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney

6145

SERGEANT / 6145
Title/Rank and CCN

MONTELLANICO, THOMAS
Print, Type or Stamp Commissioned Name of Notary Public

Seventeenth Judicial Circuit
Broward County
State of Florida

(SEAL)

FIRST APPEARANCE/ARREST FORM

BSO DB-#2 (Revised 05/00)

(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

COURT COPY

*** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 12/18/2017 12:55:04 PM. ****

BROWARD COUNTY
ARREST #

☒ COMPLAINT AFFIDAVIT
PROBABLE CAUSE AFFIDAVIT CONTINUATION

☐ ARREST FORM

Filing Agency	Offense Report	OBTS #
CITY OF HALLANDALE	28-1710-036260	

Defendant's Last Name	First	Middle	Sfx	Alias/Street Name	Citizenship
ZIMMERMAN	RAMSEY	HOWARD		"RANDY"	US

Name of victim(s) (if corporation, exact legal name and state of incorporation)

Count #	Offenses Charged	WCI / Citation # (if applicable)	FS or Capias/Warrant #
	* * * SEE PAGE 1 * * *		

Before me this date personally appeared SANKS, FREDERICK A. (6217) who being first duly sworn deposes and says that on the 18 day of October (year) 2017 at 8898 LYONS ROAD, BOYNTON BEACH, FL 33472 (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 10/19/2017 AT APPROXIMATELY 1330 HOURS, I WAS CALLED AND REQUESTED TO RESPOND TO THE HORSE STALL AREA (BACKSIDE) OF 901 SOUTH FEDERAL HIGHWAY (GULFSTREAM RACE TRACK) BY SERGEANT ABUT. I WAS INFORMED DURING THE CONVERSATION WITH MY SERGEANT THAT THE REFERENCE WAS A STOLEN AND RECOVERED VEHICLE.

I ARRIVED AND MADE CONTACT WITH GULFSTREAM BACKSIDE SECURITY SUPERVISOR, [redacted] (DOB: [redacted] – ID VIA FL DL). I THEN OBTAINED A SWORN DIGITALLY RECORDED STATEMENT FROM [redacted] THAT INCLUDED THE FOLLOWING INFORMATION:

[redacted] WAS MADE AWARE OF A STOLEN VEHICLE THAT WAS STOLEN ON 10/18/2017 FROM THE PALM MEADOWS THOROUGHBRED TRAINING CENTER IN BOYNTON BEACH WHICH IS OWNED BY GULFSTREAM. THE VEHICLE STOLEN WAS A 1995 BLUE TOYOTA TERCEL WITH FLORIDA TAG: [redacted] THE VEHICLE BELONGED TO A HORSE GROOMER NAMED [redacted] [redacted] SAW THAT VEHICLE PARK IN FRONT OF THE SECURITY OFFICE IN THE BACKSIDE AREA OF THE GULFSTREAM RACE TRACK ON 10/19/2017 AT APPROXIMATELY 1230 HOURS. [redacted] SAW RAMSEY ZIMMERMAN (DOB: [redacted]) EXIT THE DRIVERS SEAT OF THE STOLEN VEHICLE. RAMSEY IS PERSONALLY KNOWN TO [redacted] BECAUSE HE IS A JOCKEY REGISTERED AT THE GULFSTREAM HORSE TRACK. RAMSEY'S IDENTITY WAS VERIFIED VIA DRIVER'S LICENSE AND STATE OF FLORIDA BUSINESS LICENSE WHEN HE WAS ISSUED A PICTURE IDENTIFICATION AS A GULFSTREAM EMPLOYEE. [redacted] FIRST CONFIRMED THAT THE VEHICLE IN QUESTION WAS THE VEHICLE IN THE ALERT HE HAD RECEIVED BY CHECKING THE LICENSE PLATE. [redacted] THEN NOTIFIED HIS MANAGER, [redacted] OF THE SITUATION.

IT SHOULD BE NOTED THAT PRIOR TO THE DIGITALLY RECORDED STATEMENT WITH [redacted] I WAS GIVEN BY [redacted] THE PRINTED EMPLOYEE INFORMATION FOR RAMSEY ZIMMERMAN WHICH INCLUDED HIS PICTURE, NAME, DATE OF BIRTH, AND JOB AT THE GULFSTREAM RACE TRACK.

* * * Continued * * *

I swear the above statements are correct and true to the best of my knowledge and belief.

Officer/Affiant's Signature

SANKS, FREDERICK A. (6217)
Officer's Name/CCN

Detective Bureau
Officer's Division

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 19TH day of OCTOBER 2017 (year),
by DETECTIVE SANKS, FREDERICK A. (name and title), who is personally known to me or has produced _____ as identification.

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney

SERGEANT / 6145
Title/Rank and CCN

MONTELLANICO, THOMAS
Print, Type or Stamp Commissioned Name of Notary Public

(SEAL)

Seventeenth Judicial Circuit
Broward County
State of Florida

FIRST APPEARANCE/ARREST FORM

BSO OB-#2a (Revised 05/03)

COURT COPY

Orig. - Court
2nd. - State Attorney
3rd - Filing Agency
4th - Arresting Agency

EXHIBIT # 3
PAGE # 28

BROWARD COUNTY
ARREST #

☒ COMPLAINT AFFIDAVIT
PROBABLE CAUSE AFFIDAVIT CONTINUATION

☐ ARREST FORM

OBTS #

Filing Agency	Offense Report	
CITY OF HALLANDALE	28-1710-036260	

Defendant's Last Name	First	Middle	Suf	Alias/Street Name	Citizenship
ZIMMERMAN	RAMSEY HOWARD			"RANDY"	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 * * *		

Before me this date personally appeared SANKS, FREDERICK A. (6217), who being first duly sworn deposes and says that on the 18 day of October (year) 2017 at 8898 LYONS ROAD, BOYNTON BEACH, FL 33472 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows:

I THEN RECEIVED A SWORN DIGITALLY RECORDED STATEMENT FROM THE BACKSIDE SECURITY MANAGER, [redacted] (DOB: [redacted] - ID VIA FL DL). [redacted] ADVISED THE FOLLOWING INFORMATION DURING HIS SWORN STATEMENT:

ON 10/19/2017 AT APPROXIMATELY 1230 HOURS, [redacted] WAS NOTIFIED BY HIS SECURITY SUPERVISOR [redacted] THAT THE VEHICLE (1995 TOYOTA TERCEL) REPORTED STOLEN BY THE PALM MEADOWS TRAINING CENTER ON 10/18/2017 WAS DISCOVERED PARKED IN FRONT OF THE BACKSIDE SECURITY OFFICE. [redacted] INFORMED [redacted] THAT HE VERIFIED THE LICENSE PLATE AND SAW RAMSEY ZIMMERMAN DRIVING THE VEHICLE. AT THAT POINT [redacted] AND [redacted] CONFRONTED RAMSEY ZIMMERMAN (PERSONALLY KNOWN TO [redacted] AS JOCKEY AT GULFSTREAM). ZIMMERMAN SAT IN [redacted]'S OFFICE AND [redacted] ASKED RAMSEY WHERE HE GOT THE 1995 BLUE TOYOTA TERCEL PARKED OUTSIDE. RAMSEY STATED THAT HE BOUGHT IT FOR $500.00 ON 10/18/2017. RAMSEY HAD NO PROOF OF THIS PURCHASE. [redacted] ALSO ASKED RAMSEY WHAT HE WAS DOING AT THE PALM MEADOWS TRAINING CENTER ON 10/18/2017 AND RAMSEY STATED THAT HE WAS WORKING WITH A HORSE TRAINER. WHEN [redacted] ASKED WHO THE HORSE TRAINER WAS HE WAS WORKING FOR, RAMSEY RESPONDED THAT HE DID NOT KNOW. [redacted] ADVISED THIS WAS HIGHLY UNLIKELY DUE TO THE FACT THAT IF SOMEONE WAS ASKED TO WORK BY A HORSE TRAINER THEN THEY WOULD GENERALLY KNOW WHO THEY WERE WORKING FOR. AT THIS POINT [redacted] CONTACTED THE PALM MEADOWS SECURITY OFFICE AND ASKED TO SPEAK WITH THE OWNER OF THE STOLEN VEHICLE, [redacted] RECEIVED A PHONE CALL SOON AFTER AND [redacted] WAS ON THE PHONE (SPEAKER PHONE). RAMSEY WAS SITTING IN THE OFFICE AT THIS POINT AND COULD HEAR THE CONVERSATION. [redacted] ASKED [redacted] IF RAMSEY BOUGHT THE 1995 BLUE TOYOTA TERCEL FROM [redacted] ON 10/18/2017. [redacted] ADVISED AT THAT TIME THAT HE HAD NEVER MET RAMSEY AND NEVER SOLD HIS VEHICLE TO ANYONE. RAMSEY HEARD THIS RESPONSE FROM THE VEHICLE OWNER AND CONTINUED TO INSIST THAT HE BOUGHT THE VEHICLE FROM [redacted].

* * * Continued * * *

I swear the above statement is correct and true to the best of my knowledge and belief.

DF
Officer/Affiant's Signature

SANKS, FREDERICK A. (6217)
Officer's Name/CCN

Detective Bureau
Officer's Division

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 19TH day of OCTOBER, 2017 (year),
by DETECTIVE SANKS, FREDERICK A. (name and title), who is personally known to me or has produced _____ as identification.

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney

SERGEANT / 6145
Title/Rank and CCN

MONTELLANICO, THOMAS
Print, Type or Stamp Commissioned Name of Notary Public

(SEAL)

Seventeenth Judicial Circuit
Broward County
State of Florida

FIRST APPEARANCE/ARREST FORM

BSO 08-62a (Revised 05/00)

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Orig - Court
2nd - State Attorney
3rd - Filing Agency
4th - Arresting Agency

EXHIBIT # 3
PAGE # 803 29

BROWARD COUNTY
ARREST #

☒ COMPLAINT AFFIDAVIT
PROBABLE CAUSE AFFIDAVIT CONTINUATION

☐ ARREST FORM

Filing Agency	Offense Report	Zone	OBTS #
CITY OF HALLANDALE	28-1710-036260		

Defendant's Last Name	First	Middle	SUF	Alias/Street Name	Citizenship
ZIMMERMAN	RAMSEY	HOWARD		"RANDY"	US

Name of victim(s) (if corporation, exact legal name and state of incorporation):

Count #	Offenses Charged	WCs / Citation # (if applicable)	FS or Capias/Warrant #
	* * * SEE PAGE 1 * * *		

Before me this date personally appeared SANKS, FREDERICK A. (6217) who being first duly sworn deposes and says that on the 18 day of October (year) 2017 at 8398 LYONS ROAD, BOYNTON BEACH, FL 33472 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows:

[redacted] CONTINUED TO STATE THAT THE VEHICLE WAS STOLEN AND THAT [redacted] HAS NEVER MET RAMSEY OR SOLD HIS VEHICLE. SOON AFTER THIS CONVERSATION [redacted] EXPLAINED TO RAMSEY THAT HE WAS CONTACTING THE POLICE. AT THAT POINT RAMSEY LEFT THE SCENE AND STATED THAT HE WASN'T GOING TO JAIL. SECURITY ATTEMPTED TO APPREHEND RAMSEY BUT RAMSEY BROKE FREE AND BEGAN RUNNING INTO ONCOMING TRAFFIC NORTHBOUND ACROSS EAST HALLANDALE BEACH BOULEVARD NEAR THE NORTH SIDE ENTRANCE TO THE PROPERTY. AT THAT POINT SECURITY DID NOT FOLLOW.

SOON AFTER MY CONVERSATION WITH [redacted], I MET WITH [redacted] (DOB: [redacted] - ID VIA FL DL). [redacted] WAS THE INDIVIDUAL WHO WAS AUTHORIZED TO DRIVE THE VEHICLE BY [redacted] ON THE MORNING OF 10/18/2017. I CONDUCTED A SWORN DIGITALLY RECORDED STATEMENT WITH [redacted] WHO ADVISED THE FOLLOWING:

ON 10/18/2017 AT APPROXIMATELY 0730 HOURS [redacted] DROVE TO THE VIEWING AREA AT THE PALM MEADOWS TRAINING CENTER TO WATCH SOME OF THE HORSES. AT THAT TIME HE PARKED THE 1995 BLUE TOYOTA TERCEL THAT BELONGED TO [redacted] NEAR BARN 37. [redacted] WAS NEAR THE VIEWING AREA FOR APPROXIMATELY 30 MINUTES, AND WHEN HE CAME BACK TO WHERE THE VEHICLE WAS ORIGINALLY PARKED HE DISCOVERED THAT THE VEHICLE WAS MISSING. [redacted] ADVISED THAT HE DID LEAVE THE KEYS TO THE VEHICLE ON THE PASSENGER SEAT OF THE VEHICLE WHEN HE LEFT THE VEHICLE. [redacted] ALSO ADVISED THAT THE VEHICLE WAS UNLOCKED WHILE HE WAS AWAY FROM THE VEHICLE. [redacted] STATED THAT HE HAD NOT SEEN RAMSEY IN YEARS AND WOULD NOT EVEN RECOGNIZE HIM IF HE SAW HIM AGAIN. [redacted] STATED THAT HE DID NOT SELL THE VEHICLE TO ANYONE OR AUTHORIZE ANYONE TO USE [redacted] VEHICLE.

I THEN MET WITH THE OWNER OF THE STOLEN VEHICLE; [redacted] (DOB: [redacted] - ID VIA FL DL). DURING OUR MEETING I CONDUCTED A SWORN DIGITALLY RECORDED STATEMENT WITH

* * * Continued * * *

I swear the above statement is correct and true to the best of my knowledge and belief.

Officer/Affiant's Signature

SANKS, FREDERICK A. (6217)
Officer's Name/CCN

Detective Bureau
Officer's Division

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 19TH day of OCTOBER 2017 (year),
by DETECTIVE SANKS, FREDERICK A. (name and title), who is personally known to me or has produced _____ as identification.

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney

SERGEANT / 6145
Title/Rank and CCN

MONTELLANICO, THOMAS
Print, Type or Stamp Commissioned Name of Notary Public

Seventeenth Judicial Circuit
Broward County
State of Florida

(SEAL)

BSO DB-42a (Revised 05/00)

FIRST APPEARANCE/ARREST FORM

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2nd - State Attorney
3rd - Filing Agency
4th - Arresting Agency

EXHIBIT # 3
PAGE # 30

BROWARD COUNTY
ARREST #

☒ COMPLAINT AFFIDAVIT
PROBABLE CAUSE AFFIDAVIT CONTINUATION

☐ ARREST FORM

OBTS #

Filing Agency	Offense Report				
CITY OF HALLANDALE	28-1710-036260				
Defendant's Last Name	**First**	**Middle**	**SUF**	**Alias/Street Name**	**Citizenship**
ZIMMERMAN	RAMSEY-HOWARD			"RANDY"	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 * * *		

Before me this date personally appeared SANKS, FREDERICK A. (6217) who being first duly sworn deposes and says that on the 18 day of October (year) 2017 at 8898 LYONS ROAD, BOYNTON BEACH, FL 33472 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows:

[redacted] WHICH INCLUDED THE FOLLOWING INFORMATION:

[redacted] CONFIRMED THAT [redacted] WAS AUTHORIZED TO USE HIS VEHICLE (1995 BLUE TOYOTA TERCEL - FL TAG: [redacted]) ON THE MORNING OF 10/18/2017 TO GO TO THE HORSE VIEWING AREA. [redacted] ADVISED THAT HE HAS NEVER MET RAMSEY AND DID NOT SELL HIS VEHICLE TO ANYONE. [redacted] VERIFIED THAT HE WAS THE PERSON ON THE PHONE WITH ROSE AND RAMSEY EARLIER IN THE DAY. [redacted] CONFIRMED THAT RAMSEY WAS LYING AND HIS VEHICLE WAS NEVER SOLD TO ANYONE INCLUDING RAMSEY. [redacted] ADVISED THAT HE WANTED TO PURSUE CRIMINAL CHARGES AGAINST RAMSEY FOR THE THEFT OF HIS VEHICLE.

I ALSO RECEIVED A COPY OF THE ORIGINAL THEFT AFFIDAVIT FROM THE PALM BEACH COUNTY SHERIFF'S OFFICE FROM WHEN [redacted] REPORTED HIS VEHICLE AS STOLEN ON 10/18/2017.

I THEN SPOKE WITH [redacted] (DOB: [redacted] - ID VIA FL DL) WHO ADVISED THE FOLLOWING DURING A SWORN DIGITALLY RECORDED STATEMENT:

ON 10/19/2017 [redacted] SPOKE WITH RAMSEY ZIMMERMAN (PERSONALLY KNOWN TO HIM) BECAUSE [redacted] HEARD THAT RAMSEY NEEDED SOME MONEY FOR DOG FOOD. [redacted] HAS BEEN THE CHAPLAIN AT GULFSTREAM RACE TRACK FOR APPROXIMATELY 30 YEARS AND HAD DEVELOPED PERSONAL RELATIONSHIPS WITH MANY STAFF MEMBERS AT THE RACE TRACK INCLUDING RAMSEY.

DURING THE CONVERSATION RAMSEY ASKED [redacted] IF HE COULD BORROW $5.00 FROM HIM AND [redacted] AGREED TO MEET HIM NEAR THE BACKSIDE TRACK AREA. ON 10/19/2017 AT APPROXIMATELY 1230 HOURS, [redacted] MET WITH RAMSEY (WHO HE CALLS "RANDY"). IN THE CAFETERIA OF THE BACKSIDE GULFSTREAM AREA, [redacted] DID NOT GET TO TALK TO RAMSEY VERY

* * * Continued * * *

I swear the above statement is correct and true to the best of my knowledge and belief.

Officer's Signature

SANKS, FREDERICK A. (6217)
Officer's Name/CCN

Detective Bureau
Officer's Division

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 19TH day of OCTOBER 2017 (year),
by DETECTIVE SANKS, FREDERICK A. (name and title), who is personally known to me or has produced
as identification.

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney

SERGEANT / 6145
Title/Rank and CCN

MONTELLANICO, THOMAS
Print, Type or Stamp Commissioned Name of Notary Public

(SEAL)

Seventeenth Judicial Circuit
Broward County
State of Florida

FIRST APPEARANCE/ARREST FORM

BSO DB-82a (Revised 05/00)

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BROWARD COUNTY
ARREST #

☒ COMPLAINT AFFIDAVIT
PROBABLE CAUSE AFFIDAVIT CONTINUATION

☐ ARREST FORM

Filing Agency	Offense Report	OBTS #
CITY OF HALLANDALE	28-1710-036260	

Defendant's Last Name	First	Middle	Suff	Alias/Street Name	Citizenship
ZIMMERMAN	RAMSEY HOWARD			"RANDY"	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 * * *		

Before me this date personally appeared SANKS, FREDERICK A. (6217) who being first duly sworn deposes and says that on the 18 day of October (year) 2017 at 8898 LYONS ROAD, BOYNTON BEACH, FL 33472 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows:

MUCH DURING THEIR MEETING BECAUSE RAMSEY WAS SOON CALLED INTO [redacted] OFFICE IN REFERENCE TO THE STOLEN VEHICLE. [redacted] SOON WALKED NEAR [redacted]'S OFFICE AND AT THAT POINT RAMSEY TOLD [redacted] THAT HE WAS BEING ACCUSED OF STEALING A VEHICLE. RAMSEY TOLD [redacted] THAT HE BOUGHT THE VEHICLE. DURING THAT TIME [redacted] ADVISED THAT THE POLICE WERE ENROUTE AND RAMSEY TOLD [redacted] THAT HE HAD TO LEAVE BECAUSE HE WAS GOING TO GET ARRESTED. [redacted] TRIED TO CONVINCE RAMSEY TO STAY AND DO THE RIGHT THING, BUT RAMSEY LEFT.

SOON AFTER THAT POINT [redacted] CONTACTED RAMSEY ON THE CELL PHONE AND TRIED TO CONVINCE RAMSEY TO MEET WITH THE POLICE. RAMSEY AGREED VERBALLY THAT HE WOULD TURN HIMSELF INTO THE POLICE, BUT WHEN [redacted] ATTEMPTED TO CALL RAMSEY BACK THE PHONE CALL WENT STRAIGHT TO VOICE MAIL. [redacted] HAS ATTEMPTED CONTACT SEVERAL TIMES SINCE WITHOUT SUCCESS.

I swear the above statement is correct and true to the best of my knowledge and belief.

Officer/Affiant's Signature — SANKS, FREDERICK A. (6217) Officer's Name/CCN — Detective Bureau Officer's Division

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 19TH day of OCTOBER, 2017 (year), by DETECTIVE SANKS, FREDERICK A. (name and title), who is personally known to me or has produced _____ as identification.

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney — SERGEANT / 6145 Title/Rank and CCN

MONTELLANICO, THOMAS
Print, Type or Stamp Commissioned Name of Notary Public

(SEAL)

Seventeenth Judicial Circuit
Broward County
State of Florida

FIRST APPEARANCE/ARREST FORM

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PAGE # - 32

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 11/20/2019 11:36:22 AM.****

STATE OF FLORIDA

Filed In Open Court, CLERK OF THE CIRCUIT COURT ON NOV 20 2019 BY

IN THE SEVENTEENTH JUDICIAL CIRCUIT COURT, IN AND FOR BROWARD COUNTY

-VS-

Zimmerman, Ramsey Howard
Defendant

CASE NUMBER 17014352CF10A

DC NUMBER _____

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. Grand Theft (Motor Vehicle)
Count ____ _____ 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 X 12 months under the supervision of the Department of Corrections, subject to Florida law.

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 # 3
PAGE # 33

Defendant: Zimmerman, Ramsey Howard Case # 17014352CF10A

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 $ 30 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.

SPECIAL CONDITIONS

- [X] Restitution Ordered/Reserved
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]

Revised 07-01-2016

EXHIBIT # 3
PAGE # 34

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 11/20/2019 11:36:22 AM.****

Defendant: Zimmerman, Ramsey Howard Case# 17014352CF10A

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 I 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 Dispo

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 NOV 20, 2019

NUNC PRO TUNC ____

_____, 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: 11/20/19

X _____ Defendant

Instructed by: Elaine Johnson
Supervising Officer

Revised 07-01-2016

EXHIBIT # 3
PAGE # 25

Florida dbpr Department of Business & Professional Regulation

Division of Pari-Mutuel Wagering
Office of Operations
2601 Blair Stone Road
Tallahassee, FL 32399-1037
Phone: 850.488.3211 • Fax: 850.410.5350

Melanie S. Griffin, Secretary

Ron DeSantis, Governor

January 18, 2022

Mr. Ramsey Howard Zimmerman
3545 Idlewild Street
Dunnellon, Florida 34431

RE: Application No. 232005, Entity 2004202
1021 - PMW Professional Individual Occupational

Dear Mr. Zimmerman:

Your application for an occupational license with the Division of Pari-Mutuel Wagering 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. You must complete the "Demographic Information" section. Please initial and date any changes made to your application.

- Application is incomplete: Please correct the highlighted section(s). It appears that you have made errors and/or omissions on page 3 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:
  - DuPage County, Illinois Arrest – 10/27/2001
  - Marion County, Florida Arrest(s) – 02/10/2016

  Note: If you cannot obtain the requested court disposition 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.

- DBPR PMW-3195 - Request for Release of Information and Authorization to Release Information (form enclosed).

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 have

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Florida dbpr Department of Business & Professional Regulation

Division of Pari-Mutuel Wagering
Office of Operations
2601 Blair Stone Road
Tallahassee, FL 32399-1037
Phone: 850.488.3211 • Fax: 850.410.5350

Melanie S. Griffin, Secretary

Ron DeSantis, Governor

an outstanding balance and would like to submit your payment by telephone, please call 850.487.1395.

If you fail to provide the Division with a complete application within 120 days of this notice your application shall lapse and no longer be processed by the Division. 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 Division Rule.

Checks or money orders should be made payable to the Department of Business and Professional Regulation or DBPR. **Return the missing document and/or information to the address provided above, attention PMW Licensing Section.** If you have any questions please call 850.487.1395.

Thank you,

Kristin Lewis
Operations Analyst II

EXHIBIT #4
PAGE # 44

Florida dbpr Department of Business & Professional Regulation

Division of Pari-Mutuel Wagering
Office of Operations
2601 Blair Stone Road
Tallahassee, FL 32399-1037
Phone: 850.488.3211 • Fax: 850.410.5350

Melanie S. Griffin, Secretary

Ron DeSantis, Governor

February 1, 2022

Mr. Ramsey Howard Zimmerman
3545 Idlewild Street
Dunnellon, Florida 34431

RE: Application No. 232005, Entity 2004202
1021 - PMW Professional Individual Occupational

Dear Mr. Zimmerman:

We have received the additional information you submitted, however, we are still unable to complete the processing of your application. The item(s) checked below is either missing or requires 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 3 of the application. You must complete the 'Facility where employed and/or doing business' section to show where you will be using your license in Florida. **Please initial and date any changes made to your application.**

- DBPR PMW-3195 - Request for Release of Information and Authorization to Release Information is incomplete. Please correct and sign the highlighted section.

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 have an outstanding balance and would like to submit your payment by telephone, please call 850.487.1395.

If you fail to provide the Division with a complete application including any necessary revisions for your application by 06/10/2022 your application shall lapse and no longer be processed by the Division. 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 Division Rule.

Checks or money orders should be made payable to the Department of Business and Professional Regulation or DBPR. **Return the missing document and/or information to the address provided above, attention PMW Licensing Section.** If you have any questions please call 850.487.1395.

Thank you,

Jonathan Dye
Operations Analyst II

EXHIBIT # -4
PAGE # ~ 45

April 29, 2022

To Whom It May Concern:

This letter is in reference to Ramsey Zimmerman. He has been working for Stonestreet Training Center since March 3rd, 2022. He has been extremely helpful. He shows up every morning; first one here and last one to leave. I could not be happier with him.

He has my full recommendation in going on with his career. I would advise anyone to take him on as a jockey or work rider. He has done a super job for the training center. Please feel free to contact me with any questions.

Sincerely,

Ian Brennan
Trainer
Stonestreet Training Center
[redacted]

EXHIBIT # -4
PAGE # -69

Mahalingam, Rajani

From: Dye, Jonathan
Sent: Tuesday, April 5, 2022 11:05 AM
To: Mahalingam, Rajani
Cc: Donaldson, David; Ricks, Glenda; Futrell, Michelle; Campbell, Ian; Muniz, Luz
Subject: Investigations Referral- ZIMMERMAN, RAMSEY HOWARD, Prof: 1021- File: 34047- Lic. 2004202

Please open a case for Ramsey Howard Zimmerman. All documents and rap sheet have been scanned into Onbase. Note: Waiver routing slip has been scanned in Onbase.

Thank you,

Jonathan Dye, Operations Analyst II
Division of Pari-Mutuel Wagering – Office of Operations
Florida Department of Business and Professional Regulation
2601 Blair Stone Road, Tallahassee, Florida 32399-1037
Main Phone: (850) 488-3211 ~ Direct Line:(850) 717-1075 ~ Fax: (850) 410.5350

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

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **rmahalinga**

VR Home > License Search > **Display Alerts**

Fed Tax #	[redacted]	Lic Type	**1021 - PMW Professional Individual Occupational**	Expires On	**06/30/2019**
File #	**34047**	Name	**ZIMMERMAN, RAMSEY HOWARD**	Extended To	
License #	**2004202**	Rank	**PIND - Professional Individual Occupational**	Renewed On	**03/10/2017**
Entity #	**2004202**	Lic Status	**App Expired**		

Description	Effective	Notes
Enforcement Alert	11/13/2017	☑

OK

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MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Marc Taupier, Chief Attorney
Re:	Freddie Hughes v. FGCC; Case No. 2022-024632; License Denial
Date:	February 3, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to adopt the hearing officer's recommended order denying Freddie Hughes' ("Applicant") application for a Pari-Mutuel Wagering Individual Occupational License. Applicant applied for a Pari-Mutuel Wagering Individual Occupational License on May 10, 2022. Applicant's previous criminal convictions were waived by the Division on August 20, 2014. Applicant thereafter received a Pari-Mutuel Wagering Individual Occupational License, which was subsequently revoked on January 10, 2018. On September 16, 2022, the Commission issued a notice of intent to deny. Applicant requested an informal hearing pursuant to section 120.57(2), Florida Statutes. A hearing was held on November 15, 2022 via teleconference. The hearing officer recommended denying Applicant's license. Therefore, the Florida Gaming Control Commission should adopt the hearing officer's recommended order.

Pertinent Facts

On May 10, 2022, Applicant submitted their application to the Division of Pari-Mutuel Wagering for a Pari-Mutuel Wagering Individual Occupational License. Upon review of the completed application, it appears that Applicant's previous criminal convictions were waived by the Division on August 20, 2014. Applicant thereafter received a Pari-Mutuel Wagering Individual Occupational License, which was subsequently revoked on January 10, 2018.

At the informal hearing, Applicant testified to the circumstances that led to this denial and provided no witnesses on his behalf. Following the hearing, the hearing officer issued a recommended order denying Applicant's license.

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 had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering."

Rule 61D-11.011, Florida Administrative Code, provides in pertinent part that:

> "[the] 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."

Staff Recommendation: The Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission issue a final order adopting the hearing officer's recommended order in case number 2022-024632, and deny Applicant's application for licensure.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FREDDIE HUGHES,

Petitioner,

v.

FGCC Case No.: 2022-024632

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before Elizabeth K. Stinson, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on November 15, 2022, in Tallahassee, Florida, in accordance with the provisions of Sections 120.569 and 120.57(2), Florida Statutes, for consideration of Mr. Freddie Hughes' ("Petitioner") petition for a hearing in response to the Commission's Letter of License Denial filed in FGCC Case Number 2022-024632. The Commission was represented by Marc D. Taupier, Chief Attorney. Respondent appeared pro se and the hearing was held via telephonic conference. Both sides were permitted to present witnesses, offer items into evidence, and otherwise fully participate in the hearing.

PROCEDURAL HISTORY

1. On or about May 10, 2022, Petitioner submitted to the Commission a Pari-Mutuel Wagering Professional Individual Occupational License application.

2. On or about September 16, 2022, the Commission filed a Letter of License Denial, seeking to deny Petitioner's license application based on his prior revocation of his

Florida Pari-Mutuel Wagering Professional Individual Occupational License, and subsequent denial of Petitioner's application for a Florida Pari-Mutuel Wagering Professional Individual Occupational License.

3. On or about October 6, 2022, Petitioner's friend sent an email on behalf of the Petitioner, to the Commission requesting a hearing, not disputing any issues of material fact.

4. A hearing pursuant to Section 120.57(2), Florida Statutes, was held on November 15, 2022, during which the Commission presented the issues raised in the Letter of License Denial.

5. At the informal hearing on November 15, 2022, the Hearing Officer granted the Commission's motion to accept the findings of fact in the Letter of License Denial as the undisputed facts in the case and accepted the investigative report into the record. A 2014 Consent Order signed by the Petitioner was included in the investigative report.

FINDINGS OF FACT

6. On August 20, 2014, Petitioner entered into a Consent Order with the Division of Pari-Mutuel Wagering. In return for granting Petitioner's license application for a Pari-Mutuel Wagering Professional Individual Occupational License, Petitioner agreed to be subject to Rule 61D-11.011, Florida Administrative Code, a rule promulgated under Chapter 550, Florida Statutes, as if it were a rule governing the conduct of persons connected with racetracks and frontons.

7. On January 10, 2018, Petitioner's Pari-Mutuel Wagering General Individual Occupational License was revoked by the Department of Business and Professional Regulation in case number 2017-042629.

8. On April 20, 2020, Petitioner's application for a Pari-Mutuel Wagering

General Individual Occupational License was denied by the Department of Business and Professional Regulation in case number 2019-060725.

9. The January 2018 revocation, and April 2020 license denial were due in part to Petitioner's violation of Rule 61D-11.011, Florida Administrative Code.

The November 15, 2022, Informal Hearing

10. At the hearing, Petitioner testified about a variety of topics:

a. Petitioner testified at the hearing that he has been reformed and is on a better track for life.

b. Petitioner stated that in the past he took Xanax under a doctor's supervision and illegal drugs.

c. Petitioner further explained that what got him in trouble was "helping people."

d. Petitioner stated that he doesn't know when to say "no" and still has a problem with that.

e. Petitioner stated that he no longer does illegal drugs, and indicated that the last time he partook in cocaine was about 7 years ago.

f. Petitioner did state that he is not totally sober and has consumed alcohol recently.

g. Petitioner did state that he is still taking Xanax under a doctor's supervision, and has been for the past 8 to 9 years.

h. Petitioner testified that the DUI that led to his past license revocation was due to a combination of alcohol, Xanax, and Oxycodone.

i. Petitioner stated that he has his own home, is on disability, has a car, and owns a dog.

j. Petitioner stated that although he goes to meetings to help with his prior addiction, he does not have a sponsor and relies on his dog for support.

CONCLUSIONS OF LAW

11. The Hearing Officer has jurisdiction over this matter and the parties pursuant to Section 120.57(2), Florida Statutes.

12. The Commission has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

13. Section 550.105(5)(b), Florida Statutes, states, in pertinent part:

> ". . . the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license . . . .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."

14. As part of Petitioner's 2014 Consent Order with the Division of Pari-Mutuel Wagering, Petitioner agreed to be subject to Rule 61D-11.011, Florida Administrative Code, a rule promulgated under Chapter 550, Florida Statutes, as if it were a rule governing the conduct of persons connected with racetracks and frontons.

15. Rule 61D-11.011, Florida Administrative Code, provides in pertinent part that:

> "[the] 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."

16. Pursuant to Section 550.105(5)(b), Florida Statutes, Petitioner's prior license

revocation and subsequent license denial for a violation Rule 61D-11.011, Florida Administrative Code constitutes grounds for denial.

17. Pursuant to Section 550.105(5)(b), Florida Statutes, the Agency is not required to deny the application, but it has the discretion to do so.

18. An applicant has the ultimate burden of proving that he or she is entitled to a license. *Dep't of Banking & Fin., Div. of Sec. & Inv'r Prot. v. Osborne Stern & Co.*, 670 So. 2d 932, 934 (Fla. 1996).

19. While Petitioner's testimony was credible, Petitioner's testimony did not provide sufficient mitigation to show entitlement to a Pari-Mutuel Wagering Professional Individual Occupational license.

20. There is competent substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

Based upon the Findings of Fact and Conclusions of Law, it is hereby RECOMMENDED that the Florida Gaming Control Commission enter a Recommended Order DENYING Petitioner's application for a Pari-Mutuel Wagering Professional Individual Occupational License.

Respectfully submitted this 1st day of February 2023.

s/Elizabeth K. Stinson
Elizabeth K. Stinson,
Hearing Officer
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399-2202

CERTIFICATE OF SERVICE

I hereby certify this 2nd day of February, 2023, that a true copy of the foregoing "Hearing Officer's Recommended Order" has been provided by mail to:

Freddie Hughes
700 Northwest 12th Avenue, Apt. 208
Fort Lauderdale, Florida 33311

Clerk of the Commission

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FREDDIE HUGHES,

Petitioner,

v.

FGCC Case No.: 2022-024632

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

RESPONDENT'S PROPOSED RECOMMENDED ORDER

THIS MATTER came before Elizabeth Stinson, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on November 15, 2022, in Tallahassee, Florida, in accordance with the provisions of Sections 120.569 and 120.57(2), Florida Statutes, for consideration of Mr. Freddie Hughes' ("Petitioner") petition for a hearing in response to the Commission's Letter of License Denial filed in DBPR Case Number 2022-024632. The Commission was represented by Marc D. Taupier, Chief Attorney. Petitioner appeared pro se and the hearing was held via telephonic conference. Both sides were permitted to present witnesses, offer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On or about May 10, 2022, Petitioner submitted to the Commission a Pari-Mutuel Wagering Professional Individual Occupational License application.

2. On or about September 16, 2022, the Commission filed a Letter of License Denial, seeking to deny Petitioner's license application based on his prior revocation of his Florida Pari-Mutuel Wagering Professional Individual Occupational License, and subsequent denial for a Florida Pari-Mutuel Wagering Professional Individual Occupational License.

3. On or about October 6, 2022, Petitioner's friend sent an email to the Commission requesting a hearing, not disputing any issues of material fact.

4. A hearing pursuant to Section 120.57(2), Florida Statutes, was held on November 15, 2022, during which the Commission presented the issues raised in the Letter of License Denial.

5. At the hearing, Petitioner did not present any witnesses other than himself. Respondent did not present any witnesses at the hearing.

FINDINGS OF FACT

6. Petitioner testified at the hearing that he has been reformed and on a better track for life.

7. Petitioner stated that in the past he was taking Xanax and had an illegal drug influence.

8. Petitioner further explained that what got him in trouble was "helping people."

9. Petitioner stated that he doesn't know when to say "no" and still has a problem with that.

10. Petitioner stated that he no longer does illegal drugs, and indicated that the last time he partook in cocaine was about 7 years ago.

11. Petitioner did state that he is not totally sober and has had alcoholic consumption in the recent months.

12. Petitioner further stated that he is on several medications, half of which he does know what they are.

13. Petitioner did state that he is still taking Xanax, and has been for the past 8 to 9 years.

14. Petitioner stated that he has his own home, on disability, has a car, and owns a dog.

15. Petitioner stated that although he goes to meetings to help with his prior addiction, he does not have a sponsor and the only support system he has is his dog.

16. When asked what lead to the revocation of his license, and why he failed to notify the Division of Pari-Mutuel wagering of his arrests, he stated that he needs someone to help him stay on track.

17. Petitioner was asked about the events regarding the DUI arrest, and Petitioner contends that he got the DUI because he was on Xanax and Oxycodone.

18. Petitioner stated that he did not know that you could get a DUI from taking medications or drugs.

19. Counsel for Respondent confronted Petitioner regarding the DUI and put into the record the police report ("report") from the incident.

20. Petitioner agreed that he did not give any blood samples or urine samples pertaining to the DUI arrest.

21. The report states that Petitioner was pulled over after hitting a tree. Police officers observed an open beer can in the car that was still cold when they arrived on scene.

22. The report also states that Petitioner consented to giving a breath sample, which the results came back .09 and .08, respectively.

23. Petitioner, when confronted with this information, maintained his position that his DUI was from the drugs he was taking, not alcohol.

24. It should be noted that Petitioner is still on Xanax, the drug Petitioner alleges caused the DUI.

25. The Hearing Officer granted the Commission's motion to accept the findings of fact in the Letter of License Denial as the undisputed facts in the case and accepted the investigative report into the record and Respondent's Exhibit 1.

26. On January 10, 2018, Petitioner's Pari-Mutuel Wagering General Individual Occupational License, number 435685, was revoked in DBPR Case Number 2017-042629.

27. On April 2, 2020, Petitioner applied for and was denied a Pari-Mutuel Wagering General Individual Occupational License by the Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering, in DBPR Case Number 2019-060725.

CONCLUSIONS OF LAW

28. The Hearing Officer has jurisdiction over this matter and the parties pursuant to Section 120.57(2), Florida Statutes.

29. The Commission has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

30. Section 550.105(5)(b), Florida Statutes, states, in pertinent part:

> ". . .the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license . . . has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering."

31. Rule 61D-11.011, Florida Administrative Code, provides in pertinent part that:

> "[the] 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."

32. Pursuant to Section 550.105(5)(b), Florida Statutes, Petitioner's prior license revocation and subsequent license denial constitute grounds for denial.

33. There is competent substantial evidence to support the conclusions of law.

PROPOSED RECOMMENDED ORDER

WHEREFORE, based upon the Findings of Fact and Conclusions of Law, it is hereby requested that the Hearing Officer enter a Recommended Order DENYING Petitioner's application for a Pari-Mutuel Wagering Professional Individual Occupational License.

This Proposed Recommended Order in FGCC Case Number 2022-024632 is submitted this 21st day of November, 2022.

s/ Marc D. Taupier

Marc D. Taupier
Chief Attorney
Florida Bar Number: 106732
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1499
Facsimile: (850) 921-1311
Primary: Marc.Taupier@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.go

CERTIFICATE OF SERVICE

I hereby certify this 21st day of November, 2022, that a true copy of the foregoing "Respondent's Proposed Recommended Order" has been provided by mail to:

Freddy Hughes
700 Northwest 12th Avenue, Apt. 208
Fort Lauderdale, Florida 33311

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

October 24, 2022

Freddie Hughes
700 Northwest 12th Avenue, #208
Fort Lauderdale, Florida 33311

RE: FGCC v. Freddie Hughes
Case No.: 2022-024632

Dear Mr. Hughes:

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, November 15, 2022.** 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. If you wish to provide any written evidence, please ensure it is provided to the Commission at least one week prior to the hearing date, so the Hearing Officer may have the opportunity to review it prior to the hearing. Please also provide the names and phone numbers of any witnesses you wish to speak on your behalf, if any.

Please note: We will be conducting the hearing telephonically; therefore, you will be contacted **between 10:00 AM and 1:00 PM (EST) at the following number: (305) 783-9787.** If that number is incorrect, please contact me as soon as possible to notify me of the correct number at which to reach you. Failure to answer the telephone, promptly return a voicemail, 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. Approximately 14 to 21 days after the hearing, Proposed Recommended Orders, or recommendations for what the Hearing Officer's ruling should be, are sent to Hearing Officer;
3. Approximately 21 to 45 days after the Proposed Recommended Orders are submitted, the Hearing Officer will submit his or her recommended ruling to the Clerk of the Commission's office;
4. A Final Order will be issued within approximately 90 days after the date of the hearing. The Final Order is 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 850-717-1663 or Ebonie.Lanier@fgcc.fl.gov.

Sincerely,

/s/ *Ebonie Lanier*
Ebonie Lanier
Administrative Assistant III

Enclosures: Notice of Hearing and Case File

Documents Included in Case File

Exhibit 1 ……. Notice of Hearing

Exhibit 2 ……. Election of Rights

Exhibit 3 ……. Defective Election of Rights

Exhibit 4 ……. License Denial

Exhibit 5 ……. Report of Investigation

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FREDDIE HUGHES,

Petitioner,

v. FGCC Case No.: 2022-024632

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

NOTICE OF TELEPHONIC HEARING

TO: Freddie Hughes
700 Northwest 12th Avenue, #208
Fort Lauderdale, Florida 33311

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 **Tuesday, November 15, 2022, at 10:00 a.m. (Eastern Time). The Hearing Officer will call you at (305) 783-9787 sometime between 10:00 a.m. – 1:00 p.m. (EST)**. Please be available to take the Hearing Officer's call. Failure to keep a telephone line open may result in the hearing proceeding without you.

You may elect to attend the hearing by video conference via GoToMeeting. To attend by video conference, you must contact the Commission by email at Ebonie.Lanier@fgcc.fl.gov or telephone at (850) 717-1663, at least five (5) days prior to your hearing date to set up the video conference. If you do not elect to attend by video conference, the hearing will automatically be held by telephone only.

If you cannot attend the hearing and wish to request a continuance for good cause, you must notify the Commission by email at Ebonie.Lanier@fgcc.fl.gov or telephone at (850) 717-1663 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 24th day of October, 2022.

By: /s/ *Ebonie Lanier*

Ebonie N. Lanier
Administrative Assistant III
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1663
Facsimile: (850) 921-1311
Ebonie.Lanier@fgcc.fl.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) 717-1663. If you are hearing or speech impaired, please contact the agency by calling 1-800-955-8771.

Fleming, Donna

From: Olga Jackson <olgajackson49@yahoo.com>
Sent: Thursday, October 6, 2022 4:12 PM
To: Fleming, Donna
Subject: Request a Informal he aring

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Case#2022024632

Freddy Hughes is requesting a Informal hearing he would like to explain the circumstances concerning his case.

Thank you

Sent from Yahoo Mail on Android

RECEIVED
By: Donna Fleming
October 6, 2022
FGCC/Pari-Mutuel Wagering

2

From: Olga Jackson
To: Clerk
Subject: I am requesting a hearing g tor Freddy Hughes case no.2022024632
Date: Monday, October 3, 2022 4:01:54 PM

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Sent from Yahoo Mail on Android

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

September 16, 2022

9/16/2022

Mr. Freddy Hughes
700 Northwest 12th Avenue, Apt. 208
Fort Lauderdale, Florida 33311

Letter of License Denial

Dear Mr. Hughes:

This Letter of License Denial ("Denial") serves to inform you that your application for a Pari-Mutuel Wagering General Individual Occupational License is denied in accordance with the provisions of chapters 550, Florida Statutes, and the rules promulgated thereto. This Denial is based upon the following:

1. 04/02/2020 – Denial of an application for a Pari-Mutuel Wagering General Individual Occupational License by the Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering in DBPR Case Number 2019-060725

2. 01/10/2018 – Revocation of Pari-Mutuel Wagering General Individual Occupational License number 435685, by the Department of Business and Professional Regulation, Division on Pari-Mutuel Wagering in DBPR Case Number 2017-042629

This License Denial and Revocation are grounds for denial of licensure under section 550.105(5), Florida Statutes. You are advised you may not work in any position requiring licensure or be within a restricted area at a pari-mutuel facility without an appropriate valid occupational license.

Pursuant to section 120.57, Florida Statutes, you may request a hearing to challenge the Division's decision within twenty-one (21) days of receipt of this Denial, as provided for in rule 28-106, Florida Administrative Code, and the attached Notice of Rights.

If you do not request a hearing within twenty-one (21) days of your receipt of this Denial, this Denial will become the Agency's Final Order. If this Denial becomes a Final Order, you will have 30 days to file for an appeal pursuant to section 120.68, Florida Statutes.

Sincerely,

Melba L. Apellaniz
Clerk of the Commission

Attachment: Notice of Rights

OFFICE OF THE GENERAL COUNSEL
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399

CERTIFICATE OF SERVICE

I hereby certify this 16th day of September, 2022, that a true copy of the foregoing has been furnished by certified U.S. mail to:

Freddy Hughes
700 Northwest 12th Avenue, Apt. 208
Fort Lauderdale, Florida 33311

CLERK OF THE COMMISSION
Florida Gaming Control Commission

Case No. 2022-024632

NOTICE OF RIGHTS

This is an action that may affect your substantial interests. Mediation of this administrative dispute is not available. However, pursuant to sections 120.569 and 120.57, Florida Statutes, you may request a hearing on this matter, provided a written request is filed with the agency. The request must comply with the requirements of rules 28-106.111, and 28-106.201 or 28-106.301, Florida Administrative Code. The written request must be received by the Division within 21 days of your receipt of this notice.

If the Division determines there are disputed issues of material fact, the case will be forwarded to the Division of Administrative Hearings for a formal hearing. If there are no disputed issues of material fact, the Division will schedule an informal hearing. You will be notified of the date, time and place of the hearing. In either case, you have the burden of establishing entitlement to the license.

In a formal hearing, you have the right to appear in person on your own behalf, to be represented by an attorney, to bring witnesses and present evidence, to cross-examine any witnesses produced against you by the State, and to have subpoenas issued on your behalf.

In an informal hearing, you have the right to appear in person on your own behalf, to be represented by an attorney, and to submit whatever information you desire to show entitlement to the license.

If a hearing pursuant to sections 120.569 and 120.57, Florida Statutes, is not requested within 21 days, the foregoing Letter of License Denial will become a Final Order. Any party adversely affected by this Final Order has the right to seek its judicial review under section 120.68, Florida Statutes, by the filing of an original Notice of Appeal pursuant to rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Commission, 2601 Blair Stone Road, Tallahassee, Florida 32399-2202 (Email: Clerk@fgcc.fl.gov), and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate Florida District Court of Appeal. The Notice of Appeal must be filed (received) with the Clerk of the Commission within thirty (30) days after the date this Order is filed with the Clerk.

In all the above proceedings, practice is governed by chapter 120, Florida Statutes, and rule 28-106, Florida Administrative Code.

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

October 3, 2022

Freddie Hughes
700 Northwest 12th Avenue, #208
Fort Lauderdale, Florida 33311

Case No.: **2022-024632**
Subject: **SERVICE OF INTENT TO DENY LICENSE**

Dear Mr. Hughes:

You have submitted a Request for a hearing, but did not specify if you were requesting a formal or informal hearing. Attached to your Notice of Intent to Deny was a sheet called "Notice of Rights". Please review that very carefully and follow the correct procedures outlined within that Notice of Rights.

The Commission carefully reviewed your petition for an 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 20-106.201 or 28-106.301, Florida Administrative Code. This is to inform you that the Commission has determined that your request for a hearing does not identify, among other things, a dispute of material fact. Therefore, your request does not comply with the requirements of the law.

In order to proceed with a hearing, you must submit a written amended request for a hearing. *The response must specifically identify issues of material fact you dispute.* An amended request for a hearing must be **received** by the Commission at the address at the bottom of this form within twenty-one (21) days after the date you receive this letter.

If the **amended** request for a 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/ Marc D. Taupier
Marc D. Taupier
Chief Attorney
850-717-1499

Enclosure: Hearing request submitted by Petitioner on October 3, 2022

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: **icampbell**

VR Home Complaint Search **Maintain Complaint**

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status **90 Closed**	Status Date **07/11/2022**
Complaint #	**2022024632**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Respondent	**HUGHES, FREDDIE**	Responsible **bjones - JONES, BRADFORD**	**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**05/10/2022**
Region	**SR - Southern Region**	Received	**05/17/2022**
Reference			
Entered	**05/19/2022**	Entered By	**rmahalinga**
Summary	**90-DAY DEADLINE: September 11, 2022 ---------- / ---------- . 06/13/2022 - Waiver interview conducted ------- / ---------- . 321-Gulfstream Park Racing Association, Inc.**		
Updated	**07/11/2022 14:46:43**	By	**icampbell**

☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

WAIVER INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**Southern**	**May 19, 2022**	**2022 02 4632**

Respondent:	Complainant:
HUGHES, FREDDIE **700 NW 12th AVE. #208** **FORT LAUDERDALE, FLORIDA 33311** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FORT LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
435685 / 1022	**Groom**	**June 17, 2022**

Period of Investigation:	Type of Report:
May 19, 2022 through June 17, 2022	**FINAL**

Basis of Investigation: This investigation is based upon submission of **HUGHES'** Florida Pari-Mutuel License Application dated April 17, 2022 along with his amended application and Waiver Request Form, signed on May 10, 2022. On his initial Application (4/17), **HUGHES** answered "yes" to the question of convictions and adjudications withheld for any crime and listed a 2017 disposition date for a misdemeanor DUI offense and then indicated "Information on form attached", where he listed seven additional disposition dates. On his corrected application May 10, 2022, **HUGHES** listed three more dates; the fourth date was a duplicate of the April 17, 2022 application. **HUGHES** has a total of three felony charges. **HUGHES'** previous felony charges have been addressed in previous waiver interviews (2013-2014) and he has been licensed by the state of Florida since 1985. In 2018, his PMW license was revoked for failure to notify the state for a 2015 (Possession of Drug Paraphernalia) and 2017 (DUI/Property Damage/Injury) misdemeanor arrests and probation violation. In 2019, **HUGHES** failed to list all convictions on his application. The Comprehensive Case Information System confirms his three felony convictions and several criminal traffic violations including DWLS "Knowing of Violation" (CCIS - **EXHIBIT #4).**

As per his FDLE Criminal History Report, **HUGHES** is a three-time convicted felon, along with several misdemeanor arrests, throughout Broward and Miami-Dade County Florida. Application(s), Request for Waiver and FDLE Report are attached herein and are assigned as (**EXHIBITS #1 & #3)**.

Related Case: **2004034717, 2013003055, 2014024997, 2017042629, and 2019060725**

Investigations Specialist II / Date	Approved by Investigator Supervisor / Date
Kelly Melendez / June 17, 2022	Bradford D. Jones / July 11, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / July 11, 2022

CONTINUATION

CRIMINAL HISTORY

Arrest 1	
Date of Arrest: December 25, 1974	**Arresting Agency:** Miami-Dade Police Department

OFFENSE					
	Charge(s)	**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Manslaughter by Culpable Negligence	Felony	Guilty	Adj. Guilty	8/29/1975
2	Auto Larceny	Felony	Guilty	Adj. Guilty	8/29/1975
3					
4					

SENTENCE
HUGHES was sentenced to ten (10) years for the Manslaughter charge and five (5) years for the Auto Larceny, served concurrently.

Additional Information: HUGHES served five (5) years in prison and five (5) years probation for both charges combined.

Arrest 2	
Date of Arrest: November 24, 1987	**Arresting Agency:** Miami-Dade Police Department

OFFENSE					
	Charge(s)	**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Burglary (Unoccupied Dwelling)	Felony	Guilty	Adj. Withheld	9/9/1988
2	Grand Theft (3rd Degree)	Felony	Guilty	Adj. Withheld	9/9/1988
3					
4					

SENTENCE
HUGHES was sentenced to two (2) months jail for each charge, to be served concurrently, and credited with time served for the 2 months sentenced.
Additional Information:

CONTINUATION

CRIMINAL HISTORY

Arrest 3					
Date of Arrest: January 26, 2007	**Arresting Agency:** Miami-Dade Police Department				
OFFENSE					
Charge(s)		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Cocaine Possession/Intent to Purchase	Felony	Guilty	Adj. Guilty	9/7/2007
2					
3					
4					

SENTENCE
HUGHES was sentenced to eight (8) days and fined a total of $498.00.

Additional Information:

Arrest 4					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
Charge(s)		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

CONTINUATION

ADDITIONAL LICENSES

	YES	NO
Has the Applicant ever possessed a Florida Pari-Mutuel Occupational License?	**X**	
Does the Applicant possess an Occupational License from other jurisdictions?	**X**	

1. License Type: **Groom**			
Date Licensed: **8/25/2017**	Expiration Date: **6/30/2020**	License #: **435685**	Agency or Jurisdiction: **Florida Division of Pari-Mutuel Wagering**

	YES	NO
Has License ever been suspended or revoked?	**X**	
Was any derogatory information received?	**X**	

Additional Comments: **HUGHES** has been licensed with the state of Florida since 1985. In 2013, **HUGHES'** license was denied for his criminal history/moral character and failure to disclose previous license suspensions, revocations, and denials in other jurisdictions on the license application. In a 2014 Consent Order, **HUGHES** was granted a license under the agreement that he would be making better life choices such as proving sobriety from alcohol and/or substance abuse, and voluntarily participating in random urine testing. Also, that he would agree to notify the Division in writing within 5 days if he tests positive for drugs on any urinalysis test in the State of Florida and that his license will be immediately suspended if he violates any provision of the Consent Order.

In 2018, **HUGHES'** license was revoked for his failure to notify the state for a 2015 arrest for Possession of Drug Paraphernalia and a 2017 DUI Property Damage/Injury; both misdemeanor charges. Adjudication was withheld for the 2015 arrest and he was adjudicated guilty for the 2017 arrest. The 2017 arrest also constituted a probation violation from his 2015 charge. In 2019, **HUGHES'** Florida PMW license application was denied due to his failure to list all convictions on his application **(EXHIBIT # 4).**

2. License Type: **Groom**			
Date Licensed: **8/14/2019**	Expiration Date: **12/31/2019**	License #: **243403**	Agency or Jurisdiction: **Delaware Thoroughbred Racing Commission**

	YES	NO
Has License ever been suspended or revoked?		**X**
Was any derogatory information received?		**X**
Additional Comments:		

3. License Type: **Stable Employee**			
Date Licensed: **Unknown**	Expiration Dated: **Unknown**	License #: **Unknown**	Agency or Jurisdiction: **Kentucky Racing Commission**

	YES	NO
Has License ever been suspended or revoked?	**X**	
Was any derogatory information received?	**X**	

Additional Comments: According to ARCI Ruling #3, Ellis Park from 1999, **HUGHES** was suspended for the day, for disorderly conduct on association grounds and possession of a dangerous controlled substance. Ruling #1, Turfway Park from 2001, **HUGHES** was restored to good standing and is eligible to apply for a license as he has completed a drug and alcohol program **(EXHIBIT #4).**

CONTINUATION

4. License Type: **Unknown**			
Date Licensed: **Unknown**	Expiration Dated: **Unknown**	License #: **Unknown**	Agency or Jurisdiction: **New York Racing & Wagering Board**

	YES	**NO**
Has License ever been suspended or revoked?	**N/A**	**N/A**
Was any derogatory information received?	**N/A**	**N/A**

Additional Comments: According to ARCI ruling #2, on August 8, 2000 **HUGHES** was refused a license "…*due to a criminal conviction of moral turpitude; violated an order of the board in connection with rule #4042.5; his character and general fitness are such that his participation in racing or related activities is inconsistent with the best interest of racing."* In June 2022, this investigator contacted the NY Racing & Wagering Board and was informed that **HUGHES <u>was not</u>** in good standing, and should he re-apply for a license, he would require a Board review **(EXHIBIT #4).**

CONTINUATION

WAIVER INTERVIEW

	YES	NO
Was a Waiver Interview Conducted?	X	
Date of Interview: June 13, 2022	Location of Interview: Telephone	
	YES	NO
Was the applicant cooperative?	X	

Additional Comments: Applicant stated he has difficulty with reading and writing and has dyslexia. **HUGHES** statements regarding substance abuse issues were consistent with his previous 2013 and 2014 waiver interviews. He indicated he also suffers from bipolar disorder.

SUMMARY OF INTERVIEW:

HUGHES' waiver interview was conducted via telephone on June 13, 2022. Please refer to case numbers **2013 00 3055** and **2014 02 4997**, for **HUGHES'** previous waiver interviews **(EXHIBIT #4).**

When **HUGHES** was asked about his October 24, 2015 Misdemeanor arrest, in Broward County, Florida for Possession of Drug Paraphernalia. he stated he was in his car by a restaurant/bar when his friend who was on a bike stopped and asked him for cigarette, which **HUGHES** gave him. Shortly after, **HUGHES** noticed the police were talking to the friend that he had just provided with a cigarette. **HUGHES** was about to drive off, when a police car stopped in front of him. While the officer was up close at the driver side window, the officer noticed a pipe with cocaine. **HUGHES** was arrested and released the next day; he received 6 months of probation **(EXHIBIT #2).**

When **HUGHES** was asked about his September 25, 2017 Misdemeanor arrest, in Broward County, Florida for DUI Property Damage/Injury and Violation of Probation for 2015 arrest, he stated his doctor had given him the medication Xanax to relax himself. **HUGHES** had also consumed a beer but not at the same time he took the medication. He stated he was not aware of the effects of Xanax and alcohol. He stated while driving he stopped at a stop sign and then blanked out and when he woke he had crashed into a tree stump, which he stated the tree stump was the property damage. **HUGHES** indicated he received 6 months' probation and twice per week urine testing, which he passed **(EXHIBIT #2).**

When I asked why he did not notify the State of the 2015 and 2017 arrests, knowing that he signed a 2014 Consent Order stating he would notify the State, he indicated he did not completely understand the contents of the Order but acknowledged that he did sign it. In 2019, PMW Legal denied his application for failure to list all convictions. **HUGHES** indicated he has difficulties with reading/writing and has dyslexia, so he has been helped when completing his applications. **HUGHES** was forthcoming about his convictions during the interview. **HUGHES** has been residing at his current address listed on this report for approximately 1 year on his own with his dog; he is not married and has no children. Previously he resided at 22 SW 6th Ave. #15 Dania Beach, Florida 33004 for approximately 1 year and prior he was residing at 6520 Mayo Street Hollywood, Florida 33023 for approximately 3-4 years.

HUGHES is currently unemployed and stated he has been on disability for 9 years. He indicated he was last employed at Calder as a Groom and became aware in 2018 his license was revoked. When asked why he wanted a PMW license, he indicated because of his mental issues/bipolar/disability and that he's getting older. He stated he has been "blessed to work with horses and he is one of the best" at his job. **HUGHES** stated that he does not want to be home alone. He feels working with horses gives him purpose; there is a connection to them,

where he can provide them with love and care. He feels they need him as much as he needs them. He's been around horses for 30+ years and really enjoys being around them and taking care of them. He feels the Lord has put him there. He indicated he does not have associates/relatives in the PMW industry only acquaintances as he has been in the industry for approximately 30 years.

HUGHES was then asked if he has any criminal/civil cases pending or has been a defendant in a civil case, to which he stated "no". When asked about illegal drug use he stated "yes" relating to his past cocaine and marijuana usage. Currently he stated he drinks alcohol and occasionally uses marijuana. He stated he no longer has a car. **HUGHES** indicated while in New York as a Groom he received a great deal of assistance with his substance abuse with alcohol/drug programs but that a majority of the backside staff are alcoholics and drug users, which enabled his usage. **HUGHES** stated he is very friendly and has always been more of a follower, but after these experiences, he indicated he is not a follower anymore. He has participated in substance abuse programs in Florida including Alcoholics Anonymous (AA). He currently has a case worker/counselor that he speaks to through Zoom twice a week for therapy sessions. On June 14, 2022 Trainer Priscilla Nichols emailed a letter of recommendation on behalf of **HUGHES**, in hopes that he could be reinstated to work again **(EXHIBIT #4).**

HUGHES indicated he has had a license suspension in New York for Drug usage (2000) and in Florida his license is currently revoked, and denied. He was last licensed in 2019 in Delaware and is not currently licensed anywhere else. According to the Delaware Racing Commission, **HUGHES** is in good standing and eligible to apply for a license **(EXHIBIT #4).**

On June 15, 2022, this Investigator conducted a barn inspection at the Palm Meadows Training Center (PMTC), barn #31, where Priscilla Nichols is one of four trainers with horses stabled there. Upon meeting with Trainer Nichols, I observed **HUGHES** working in one of the barn stalls with one of her horses. Both **HUGHES** and Nichols were aware that he is unlicensed and should not be on the grounds. **HUGHES** indicated that Nichols brings him onto the PMTC grounds. Trainer Nichols claimed she thought PMTC was "just a farm", even though her letter of recommendation for **HUGHES** shows she has extensive experience in the racing industry.

CONCLUSION:

HUGHES was cooperative and courteous throughout his interview. **HUGHES** has three Felony convictions: Arrest years' 1975- for Grand Theft-Vehicle and Manslaughter by Culpable Negligence, 1987 for 3rd Degree Grand Theft and Burglary of Unoccupied Dwelling, and 2007 Cocaine Purchase Attempt. **HUGHES'** PMW license was revoked in 2017, for failure to abide by a 2014 Consent Order and his license application was denied in 2019 for failure to list all convictions on his application. While under the waiver process, on June 15, 2022, this Investigator conducted a barn inspection at the Palm Meadows Training Center (PMTC) and discovered **HUGHES** working under Trainer Priscilla Nichols in barn #31. Trainer Nichols had submitted a letter of recommendation for **HUGHES** in connection with his Waiver Request, clearly showing that both had knowledge of Florida Rules and Statutes related to pari-mutuel occupational licensing requirements[1]. .

Case Status: Closed by Investigations. **Forward to the Director for review.**

[1]***The investigation of NICHOLS' violation for having an unlicensed individual(s) working in the backside will be reported under case #2022-03-0646.***

CONTINUATION

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III. EXHIBITS

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ROUTING SLIP

REQUEST FOR WAIVER

RE: HUGHES, FREDDIE - 435685 **Case No: 2022 02 4632**
(APPLICANT'S NAME – LICENSE #)

90-DAY DEADLINE **SEPTEMBER 11, 2022**
(DATE)

Investigations Section:

Reviewed by Bradford D. Jones for Steven E. Kogan

June 28, 2022
(Initial & Date)

The attached "Request for Waiver" file has been reviewed for completeness and accuracy, and has been forwarded to the Licensing Section.

Licensing Section:

Application Processor **Facility (d/b/a name)** **Occupation/Job Title**

Reviewed by David Donaldson

(Initial & Date)

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any gaming or racing jurisdiction?

Yes _____
No _____

Office of Director:

Reviewed by Director

(Initial & Date)

Prepare Waiver _____
Prepare Denial _____

Comments: _____

Investigative Findings:

December 25, 1974 **Miami-Dade Police Department, FL. – Manslaughter by Culpable Negligence - Auto Larceny Felonies – Adjudicated Guilty and Sentenced on August 29, 1975 to 10 years in State Prison for the Manslaughter charge and 5 years (served concurrently) in State Prison for the Auto Larceny charge.- Applicant ultimately served 5 years in prison and 5 years' Probation for both charges combined.**

November 25, 1987 **Miami-Dade Police Department, FL. – Burglary (Unoccupied Dwelling) - Grand Theft (3rd Degree) Felonies – Adjudication Withheld upon a plea of Guilty and Sentenced on September 9, 1988 to two (2) months in County jail for each charge, to be served concurrently, and credited with time served for the 2 months sentenced.**

***Please attach Routing Slip to front of case file**

ROUTING SLIP

REQUEST FOR WAIVER

RE: HUGHES, FREDDIE - 435685 **Case No: 2022 02 4632**
(APPLICANT'S NAME – LICENSE #)

January 26, 2007	**Miami-Dade Police Department, FL. – Cocaine Possession/Intent to Purchase - Felony – Adjudicated Guilty and Sentenced on September 7, 2007 to 8 days in County jail and $498.00 in Court costs and Fines.**

GROOM

***Please attach Routing Slip to front of case file**

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☑ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
12/04/17	Broward	FLA	DUI	MISDEMEANOR	6 Month. Probation

☑ 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.
☑ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

Information on form attached.

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Freddie Hughes
Signature of Applicant

4/17/2020
Date 2022

EXHIBIT # 1
PAGE # 855 2

Date	County	State	Offense	MISD/Felony	Sentence
7/18/1979	Dade	Fla	Petit Theft	MIS Demeanor	
11/26/1980	Dade	Fla	Loitering + Prowling	MIS Demeanor	
11/24/1987	Dade	Fla	Burglary/Grd theft	Misdemeanor	Convicted
4/7/2004	Dade	Fla	DWLS/knowingly	MISdemeanor	closed
10/1/2009	Broward	Fla	Petty theft	MISdemeanor	Plea
10/24/2015	Broward	Fla	Poss/cocaine		4 Proba
5/8/2012	Dade	Fla.	DWLS/knowingly	MISC	close

EXHIBIT # 1
PAGE # 3

Entity# 435685

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☑ No — Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
12/4/17	Broward	Fla	D.U.I.	Misdemeanor	6 month probation
1/26/2007	Dade	Fla	Co Cafe Sport Atten Of	Conv w/cts	
7/17/2012	Dade	Fla	NO DL Lisc	Misc	Closed
8/07/18	Dade	Fla	3 degree Misd		Sxt in Prison

☑ 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.

☐ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

RECEIVED 2022 MAY DIV. PARI-MUTUEL

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, 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 Department of Business and Professional Regulation, 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 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.

SIGN & DATE

Each application for a license or renewal issued by the Department of Business and Professional Regulation 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.

Franklin Hughes — Signature of Applicant

5/10/2022 — Date

EXHIBIT # 1
PAGE # 857 4

CFN # 109031889, OR BK 46737 Page 905, Page 1 of 2, Recorded 12/17/2009 at 08:35 AM, Broward County Commission, Deputy Clerk 3370

6

COUNTY COURT DISPOSITION ORDER IN AND FOR BROWARD COUNTY, FLORIDA

DATE: _____ CASE NO. 09024063MM10A ARREST NO. MM09001377 BCSO NO. 0764032

State of Florida VS HUGHES, FREDDY AKA

Cash Bond /Surety: _____ Amount $ 100 Returned _____ Vacated _____ Return to Dep _____

Cash Bond /Surety: _____ Amount $ _____ Returned _____ Vacated _____ Return to Dep _____

☐ REMANDED ☐ Mediation ☐ Arraignment ☐ Change of Plea ☐ Trial by Jury ☐ Trial by Court ☐ Adj. and Sentence Deferred to: _____

☐ REMAIN PC ☐ First VOP ☐ Final VOP ☐ PSI ☐ Sentencing

☐ UNTIL PICKED UP: _____ ☐ Guilty ☐ No Contest ☐ Admits /Denies Allegations ☐ Convicted by Jury/Court _____ ☐ Acquitted by Jury/Court _____

OR BND AVAILABLE AT _____ ☐ No Information ☐ Adj. Guilty _____ ☐ Adj. Withheld _____ ☐ Nolle Prosqui _____ ☐ Dismissed _____

PSI: ☐ YES ☐ NO

CHARGES:

001 PETIT THEFT

SENTENCE:

COUNT(S): _____ Reporting Probation _____ Months with Special Conditions: _____

- ☐ DOI behind Lien _____
- ☐ May work off fine / costs at $ _____ per hour
- ☐ _____ hours community service
- ☐ _____ drug/alcohol classes by:
- ☐ No alcohol or intoxicants while on probation
- ☐ License suspended _____
- ☐ Pay all outstanding fines / costs on Driving License Record.
- ☐ All fines / costs are payable [illegible]
- ☐ All fines / costs [illegible] probation on Count(s): 1☐ 2☐ 3☐ 4☐ 5☐ 6☐
- ☐ Time Served _____ 1☐ 2☐ 3☐ 4☐ 5☐ 6☐
- ☐ _____ credit for _____ days time served.
- ☐ No contact [illegible] victim(s) or victim's family or others listed below.
- ☐ Fines/Costs [illegible]
- ☐ All special conditions of probation must be met by the _____ month of probation.
- ☐ Early termination of probation upon completion of all special conditions.
- ☐ Probation: Revoked - Terminated - Reinstated - _____
- ☐ All non-monetary conditions of probation must be completed by _____
- ☐ OTHER: _____

Evaluation, treatment and therapy, if necessary
May buy out community service at $ _____ per hour
_____ AA/NA meeting(s) per week
Random breath / urine analysis at defendant's expense
Interlock Device
DDS _____ hours
Shoplifters Program _____
Anger Management

FINES/COSTS ASSESSED: ( ) 939 Article V Assessment ( ) 938 Cost of Prosecution

Count	Fine	CC	FS	VC	CJC	SDT	AC	938	CSTF	CST	CDF	CDC	EMER	DVC	RS	DE	TC	Total

TOTAL AMOUNT DUE OF $ _____ MUST BE PAID BY DEFER DATE: _____

Payment methods:
Credit Card: To make full payment online, log on to www.browardclerk.org and select "MAKE PAYMENT" or to make payment by telephone call (954) 712-7000.
By Mail: Check or Money Order payable to Clerk of Court, P.O. Box 14650, Ft. Lauderdale, Florida 33302-4650.
Questions: Call (954) 831-5500 for updated information. Please do not submit a payment as this will delay your call.

If you fail to pay by the defer date, late fees may be added and your account may be referred to a collection agency for further collection action with additional fees imposed, and/or your license may be suspended. If ordered to attend a Safety Course consult a telephone directory for a [illegible] school. Safety Courses must be completed within 90 days or your license may be suspended.

JUDGE: _____ JOSEPH A MURPHY

DEPUTY CLERK: _____

(2)

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DIVISION OF
PARI-MUTUEL WAGERING

EXHIBIT # 2
PAGE # 1

CIRCUIT COURT DADE COUNTY - CRIMINAL DIVISION

SECTION: F009 F07003513

HUGHES, FREDDY [redacted]

111 NW 152ND ST #3 B/M

MIAMI, FL 33169-6787 4316063

ARRESTED: 01/26/2007

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office APR 1 5 2007

HARVEY RUVIN, Clerk of Circuit and County Courts

Deputy Clerk

Jordan Whyte 329150

NEW ADDRESS	
DATE	ADDRESS

ADJ INSOLVENT - APPT. P.D. / S.A.P.D.

P.D APPT JAN 2 8 2007

DETERMINATION OF INDIGENCY

☐ INDIGENT

☐ NOT INDIGENT

CASE DISMISSED

NO ACTION

NOLLE PROS

TRANSFERRED JURISDICTION TO

CIVIL JUDGMENT

POWER #

CIVIL CASE #

BOND RELEASE

BOND ESTREATURE

TO BE ARRESTED ON FEB 2 7 2007 A/C Cevash SEP 0 7 2007

JUDGE/CLERK	B. Arocha DH		J Perez DH	Arocha x PS	DO DH
DATE	FEB 0 5 2007	Jan ~~FEB~~ 3 9 2007	FEB 1 6 2007	FEB 2 7 2007	SEP 0 7 2007
GUILTY					✓ Plea
NOT GUILTY		Written Plea	✓ w/p mute		
WAIVER OF JURY					
STATE	M. Sauerwald		M. Sauerwald	DO	N ELLIS
DEFENSE	M. Estlund	Elliott Seyda	P. Trevilla	S. Santiago	M Acosta
	Pd	Pd	Pd	PD	Pd
	DNP		DNP	DNP	DP
INTERPRETER					
CT. REPORTER	T. Rahming		S. Pace	V. Freeman	K Grouse
FIRM	Graham		Graham	DO	Official

CLERK'S MINUTES	DEFT - ACTION DATE	ORAL NOTICE	CONTINUED TO/FOR	S	D	C
FEB 0 5 2007 Ill Defense written mtn	JAN 2 8 2007		FEB 2 0 2007			
For modification of Bail → Grtd	FEB 0 5 2007	DNP	2-20-07 ARR			
PTS alternate bond # 5000.00	FEB 1 6 2007	DNP	2-27-07 Plea / T-D			
(Per ct)	FEB 2 7 2007	DNP	A/C issued			
1-29-07 Plea of not Guilty; 15 days	SEP 0 7 2007	DP ✓	closed			
mtn.; demand jury trial						

CLK/CT 387 REV. 10/06

EXHIBIT # 2 A

PAGE # 3

FORWARD FROM INSERT # _____

CIRCUIT COURT DADE COUNTY

CRIMINAL DIVISION

THE STATE OF FLORIDA

VS. NO. 07- 3513

JUDGE/CLERK				
DATE				
GUILTY				
NOT GUILTY				
WAIVER OF JURY				
STATE				
DEFENSE				
INTERPRETER				
CT. REPORTER				
FIRM				

CLERK'S MINUTES	DEPT - ACTION DATE	ORAL NOTICE	CONTINUED TO/FOR	S	D	C
FEB 16 2007 See notice of manda-						
tory DNA collection filed in						
open court						
SEP 07 2007 See motion to Quash						
Alias Capias → entd						

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DIVISION OF
PARI-MUTUEL WAGERING

CLKCT 388 REV. 5/05

EXHIBIT # 2B
PAGE # 4

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI- DADE COUNTY, FLORIDA FALL TERM, 2006

THE STATE OF FLORIDA v.

FREDDY HUGHES

Defendant(s)

INFORMATION FOR

1. COCAINE/PURCHASE/POSSESS W/INTENT TO PURCHASE/ATTEMPT
893.13(2)(A)1 & 777.04 FEL 3D

FILED
FEB 16 2007
CLERK

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF FLORIDA:

KATHERINE FERNANDEZ RUNDLE, State Attorney of the Eleventh Judicial Circuit, prosecuting for the State of Florida, in the County of Miami-Dade, by and through her undersigned Assistant State Attorney, under oath, information makes that:

WESSEL,THOMAS H. LP 02/12/2007
Circuit Court Direct File
Jail No. 070008266 ,Bkd: 1/27/2007 ., CIN: 0189253, B/M, DOB [redacted] SS#: 000000000

F07003513
Arrecs (F009)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office APR 15 2022
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk

Gordon Whyte 329150

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DIVISION OF
PARI-MUTUEL WAGERING

EXHIBIT # 2
PAGE # 6

(CC#: F07003513)

COUNT 1

FREDDY HUGHES, on or about January 26, 2007, in the County and State aforesaid, did unlawfully and feloniously attempt to purchase or possess with intent to purchase, a controlled substance, to wit: Cocaine, in violation of s. 893.13(2)(a)1 and 777.04, Fla. Stat., contrary to the form of the Statute in such cases made and provided, and against the peace and dignity of the State of Florida.

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PARI-MUTUEL WAGERING

EXHIBIT # 2
PAGE # 7

(CC#: F07003513)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE:

Personally known to me and appeared before me, the Assistant State Attorney of the Eleventh Judicial Circuit of Florida whose signature appears below, being first duly sworn, says that the allegations set forth in this Information are based upon facts which have been sworn to as true by a material witness or witnesses, and which if true, would constitute the offenses therein charged, and that this prosecution is instituted in good faith.

M Strozier

Assistant State Attorney/Bar #: 547142
1350 NW 12th Ave., Miami, FL (305) 547-0100

Sworn to and subscribed before me this 15 **day of** Feb., 2007

CIRCUIT & COUNTY COURTS Dade County, Florida

By _____
~~Deputy Clerk for Clerk of the Courts of~~
Notary Public

Rosa H. Sanchez
Commission #DD325957
Expires: Jun 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

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2022 APR 26 PM 12:41
DIVISION OF
PARI-MUTUEL WAGERING

EXHIBIT # 2
PAGE # 8

02/12/2007
15:47:02

CASE FILE SHEET

DEFENDANT(S): HUGHES, FREDDY

COURT CASE #: F07003513

Intake Atty: 00611 WESSEL,THOMAS H. Unit: 001 FSU-Case Screeni
21st Day: 02/16/2007 Arraign: 02/16/2007 DIVISION: Areces

Police #: PD070126047721
Department: 030 Metro-Dade
Arrest Date: 01/26/2007
Lead Officer: 04611 BENAVIDES JR,J
Dept/Station: 030-
Remarks:

Book Date: 01/27/2007
JailNum: 070008260
PID: RACE: B Sex: M
DOB: [redacted]
IDS: 4316063 CIN: 0189253

PFC Date(s): 02/06/2007

Arraignment Action	Date
	01/28/2007

Clerk File Date: 01/28/2007
Domestic: N
Lab #:
ME #:

Case Filing Decision		Date
HL	Hold-Lab	02/06/2007
FF	Felony Filed	02/06/2007

Propery Release: N
Extradite: 1 Florida Only
VictimType: 33 Victimless - Drug Crime
Min/Mandatory: 1 Not Charged/Not Filed
Tel/Video Depo:
Career Criminal:

T	D	CJIS	Description	Charge Filing Decision	Count
F	3	89313002A1BF	COCAINE/PUR/ATTEMP	FF Filed Felony	1

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DIVISION OF PARI-MUTUEL WAGERING

ATTORNEY: _____ Assistant State Attorney
APPROVED: _____ Assistant State Attorney

DATE: _____
DATE: _____

EXHIBIT # 2
PAGE # 9

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA 183

DIVISION
☒ CRIMINAL

JUDGMENT

☐ Probation Violator ☐ Retrial
☐ Community Control Violator ☐ Resentence

PLAINTIFF(S)	VS. DEFENDANT(S)
THE STATE OF FLORIDA	FREDDY HUGHES

CASE NUMBER: F07-003513

AKA:Freddy Hudges, Ingraham Freddy Hudges, Freddie Hughes, Frederick Ina Hughes

The Defendant, FREDDY HUGHES, being personally before this Court represented by
MADELINE M ACOSTA,PD, his/her attorney of record.

The State represented by, NICOLE ELLIS, Assistant State's Attorney, and having:

☐ been tried and found guilty ☐ DNA taken purs. to FS 943.325
☒ entered plea of guilty
☐ entered plea of nolo contendere to the following crime(s):

CLOCK IN
FILED FOR RECORD
2007 SEP 18 AM 10: 24
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FL
CIRCUIT CRIMINAL

COUNT	CRIME	DEGREE	OFFENSE STATUTE NO.
1	COCAINE/PURCHASE/POSN/W/INTENT TO PURCHASE/ATTEMPT	3/F	893.13(2)(A)1 777.04

and no cause being shown why the Defendant should not be adjudicated guilty, IT IS ORDERED THAT the Defendant is hereby ADJUDICATED GUILTY of the above crime(s).

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that the foregoing is a true copy of the original on file in this office APR 15 2022
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk

Jordan Whyte 329150

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DIVISION OF
PARI-MUTUEL WAGERING

d
CT -09/11/07
REV 10/02

Clerk's web address: www.miami-dadeclerk.com

EXHIBIT # 2
PAGE # 10

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

DIVISION
[X] CRIMINAL

CHARGES/COSTS/FEES CASE NUMBER: F07-003513

PLAINTIFF(S)	VS. DEFENDANT(S)
THE STATE OF FLORIDA	FREDDY HUGHES AKA: Freddy Hudges, Ingraham Freddy Hudges, Freddie Hughes, Fredarick Ina Hughes

The Defendant is hereby ordered to pay the following sum indicated:

$50.00	Pursuant to F.S. 938.03(4) (Crimes Compensation Trust Fund).
$3.00	Three dollars as a court cost pursuant to F.S. 938.01 (1) $3.00 (Criminal Justice Trust & Education Funds).
$200.00	Pursuant to 938.05(1) (Local Government Criminal Justice Trust Fund).
$40.00	Pursuant to F.S. 27.52(2) (Public Defender Application Fee).
$3.00	Pursuant to F.S. 938.19 (Teen Courts).
$50.00	Pursuant to F.S. 775.083(2) (Crime Prevention Programs).
$2.00	Two dollars as a court cost pursuant to F.S. 938.15 $2.00 (Criminal Justice Trust & Education Funds).
$25.00	Pursuant to F.S. 28.24(26)(c) Payment Plan Fee
$65.00	Pursuant to F.S. 939.185(1)(a) (Assessment of Additional Court Costs as adopted by Ordinance 04-116)
$85.00	Pursuant to F.S. 939.185(1)(b) (Surcharge as adopted by Ordinance 05-123)
$523.00 -	TOTAL

DONE AND ORDERED in Open Court in Miami-Dade County, Florida this 7th day of September, 2007.

JUDGE BARBARA ARECES

(W=WAIVED/S=SUSPENDED)

EXHIBIT # 2
PAGE # 11

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL, CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA 258

DIVISION
[X] CRIMINAL

SENTENCE

AS TO COUNT: 1

PLAINTIFF(S)	VS. DEFENDANT(S)
THE STATE OF FLORIDA	FREDDY HUGHES

CASE NUMBER: F07-003513 OBTS NUMBER _____

AKA: Freddy Hudges, Ingraham Freddy Hudges, Freddie Hughes, Frederick Ina Hughes

FILED FOR RECORD
2007 SEP [illegible] AM 10: 24
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
CIRCUIT CRIMINAL
L LUMPUY

The Defendant, being personally before this Court, accompanied by his/her attorney(s): MADELINE M ACOSTA, PD
and having been adjudicated guilty herein, and the Court having given the defendant an opportunity to
be heard and to offer matters in mitigation of sentence, and to show cause why he/she should not be sentenced as provided by law, and no cause having been shown:

IT IS THE SENTENCE OF THE COURT that the defendant is hereby:
Is hereby committed to the custody of the Dade County Jail..

TO BE IMPRISONED:
For a term of 8.00 Day(s).
TIME SERVED

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office APR 15 2022
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk Jordan Whyte 329150

CT -09/11/07
REV 10/02
Clerk's web address: www.miami-dadeclerk.com

EXHIBIT # 2
PAGE # 13

IN REF: Defendant
FREDDY HUGHES

SPECIAL PROVISIONS

CASE NUMBER: F07-003513

AS TO COUNT: 1

By appropriate notation, the following provisions apply to the sentence imposed:

MANDATORY / MINIMUM PROVISIONS:

CATEGORY	SPECIAL PROVISION DESCRIPTION	SPECIFICATION
Court Ordered License Revocation	Pursuant to F.S. 322.055 - Controlled Substance Court Ordered Driver License Revocation.	

EXHIBIT # 2
PAGE # 14

IN REF: Defendant
FREDDY HUGHES

OTHER PROVISIONS

CASE NUMBER: F07-003513

CATEGORY	OTHER PROVISION DESCRIPTION	SPECIFICATION
Jail Credit	It is further ordered that the Defendant shall be allowed a total of the specified time as credit for time incarcerated prior to imposition of this sentence.	8 DAYS

In the event the above sentence is to the Department of Corrections, the Sheriff of Dade County, Florida, is hereby ordered and directed to deliver the defendant to the Department of Corrections at the facility designated by the Department together with a copy of this Judgment and Sentence and any other documents specified by Florida Statutes.

The defendant in Open Court was advised of his right to appeal from this sentence by filing notice of appeal within thirty days from this date with the Clerk of this Court, and the defendant's right to the assistance of counsel in taking said appeal at the expense of the State upon showing indigence.

DONE AND ORDERED in Open Court in Miami-Dade County, Florida this 7th day of September, 2007.

JUDGE BARBARA ARECES

CT -09/11/07

REV 10/02

Clerk's web address: www.miami-dadeclerk.com

EXHIBIT # 2
PAGE # 15

Filing # 37177824 E-Filed 01/29/2016 11:39:10 AM

FG FTU

Dennis Bailey

FELONY

IN THE CIRCUIT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

STATE OF FLORIDA, Plaintiff

v.

FREDDY HUGHES Defendant

Court Case Num:	15013898CF10A	SAO Num:	2227496
Offense Rpt No:	HW1510151709	Offense Date:	10/24/2015
Charge Agency:	HOLLYWOOD PD	Case Type:	AR
Arrest No:	HW15002705	Arrest Date:	10/24/2015
DOB[redacted]	Race:B Sex: M	BCCN:	0764032

TO THE CLERK OF THE ABOVE-STYLED COURT:
The State hereby announces the following actions to be taken on the charges involved in the above-captioned arrest/matter:

Action taken: DIR FILED CASE

Count	Action	Short Description	Charge
1	As Presented /Filed/Clerk	893.13-6A(2A4) - 3/CF - POSS OF COCAINE	
	Chrg Presented	893.13-6A(COC) - 3/F - POSSESSION OF COCAINE	1
2	NO INFO	893.13(6)(B) - 1/MM - POSS OF CANNABIS <20GRAMS (MISD)	
	Chrg Presented	893.13-6B - 1/MM - POSS CANNABIS 20 GRAMS LESS/ SYNTH CANN 3 GMS LESS	2

Special Instruction to the Clerk/Jail

PRIORITIZE this case. More than 60 days have passed since the original arrest date. ARRAIGNMENT MUST BE PRIORITIZED.

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Dated Day of January, 2016

Michael J. Satz, State Attorney
By: Kristin Pudowicz
Florida Bar No: 0173382
Phone: (954) 831-8071

Clerk Comments
Filed Custody Status Division
Arraignment

CLERK COPY

XSB 0002227496 SCDS55 XCN 008015774 FSI

Page 1 of 1

*** FILED: BROWARD COUNTY, FL HOWARD FORMAN, CLERK 1/29/2016 11:35:11 AM.****

EXHIBIT # 2
PAGE # 16

Filing # 37177824 E-Filed 01/29/2016 11:39:10 AM

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, STATE OF FLORIDA

THE STATE OF FLORIDA

vs.

FREDDY HUGHES,

Defendant

INFORMATION FOR

I. POSSESSION OF COCAINE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF FLORIDA:

MICHAEL J. SATZ, State Attorney of the Seventeenth Judicial Circuit of Florida, as Prosecuting Attorney for the State of Florida in the County of Broward, by and through his undersigned Assistant State Attorney, charges that **FREDDY HUGHES, on the 24th day of October, A.D. 2015,** in the County and State aforesaid, did unlawfully have in his actual or constructive possession a controlled substance, to-wit: Cocaine, contrary to F.S. 893.03(2)(a)4. and F.S. 893.13(6)(a), (L3).

KP/va
1/28/2016

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DIVISION OF
PARI-MUTUEL WAGERING

*** FILED: BROWARD COUNTY, FL HOWARD FORMAN, CLERK 1/29/2016 11:35:11 AM.***

EXHIBIT # 2
PAGE # 17

STATE OF FLORIDA vs. FREDDY HUGHES **Information 2**

IDENTIFYING DATA:
B/M, D.O.B [redacted]

COUNTY OF BROWARD
STATE OF FLORIDA

RECEIVED
2021 APR 26 PM 12:3
DIVISION OF
PARI-MUTUEL WAGERING

Personally appeared before me STACI M. DIRENZO duly appointed as an Assistant State Attorney of the 17th Judicial Circuit of Florida by MICHAEL J. SATZ, State Attorney of said Circuit and Prosecuting Attorney for the State of Florida in the County of Broward, who being first duly sworn, says that the allegations as set forth in the foregoing Information are based upon facts that have been sworn to or certified as true and which, if true, would constitute the offense(s) therein charged, and that this prosecution is instituted in good faith.

Assistant State Attorney, 17th Judicial Circuit of Florida

SWORN TO AND SUBSCRIBED before me this 21 day of Jan, A.D., 2016.

HOWARD C. FORMAN
Clerk of the Circuit Court, 17th Judicial Circuit
Broward County, Florida

By: _____
Deputy Clerk

To the within Information, Defendant pleaded _____.

HOWARD C. FORMAN
Clerk of the Circuit Court, 17th Judicial Circuit
Broward County, Florida

By: _____
Deputy Clerk

EXHIBIT # 2
PAGE # 18

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 4/3/2017 1:18:39 PM.****

15-13998CF

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, STATE OF FLORIDA

THE STATE OF FLORIDA

vs.

FREDDY HUGHES,

Defendant

INFORMATION FOR

CCC

I. POSSESSION OF COCAINE

Possession Paraphernalia

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF FLORIDA:

MICHAEL J. SATZ, State Attorney of the Seventeenth Judicial Circuit of Florida, as Prosecuting Attorney for the State of Florida in the County of Broward, by and through his undersigned Assistant State Attorney, charges that FREDDY HUGHES, on the 24th day of October, A.D. 2015, in the County and State aforesaid, did unlawfully have in his actual or constructive possession a controlled substance, to-wit: Cocaine, contrary to F.S. ~~893.03(2)(a)4.~~ 893.147(1) and F.S. 893.13(6)(a), (L3).

KP/va
1/28/2016

Brian Andino

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DIVISION OF
PARI-MUTUEL WAGERING

Filed In Open Court
CLERK OF THE CIRCUIT COUR
ON APR 03 2017
BY

EXHIBIT # 2
PAGE # 1

STATE OF FLORIDA vs. FREDDY HUGHES **Information 2**

IDENTIFYING DATA:
B/M, D.O.B. [redacted]

COUNTY OF BROWARD
STATE OF FLORIDA

Personally appeared before me _____, duly appointed as an Assistant State Attorney of the 17th Judicial Circuit of Florida by MICHAEL J. SATZ, State Attorney of said Circuit and Prosecuting Attorney for the State of Florida in the County of Broward, who being first duly sworn, says that the allegations as set forth in the foregoing Information are based upon facts that have been sworn to or certified as true and which, if true, would constitute the offense(s) therein charged, and that this prosecution is instituted in good faith.

_____
Assistant State Attorney, 17th Judicial Circuit of Florida

SWORN TO AND SUBSCRIBED before me this _____ day of _____, A.D., 2016.

HOWARD C. FORMAN
Clerk of the Circuit Court, 17th Judicial Circuit
Broward County, Florida

By: _____
Deputy Clerk

To the within Information, Defendant pleaded _____.

HOWARD C. FORMAN
Clerk of the Circuit Court, 17th Judicial Circuit
Broward County, Florida

By: _____
Deputy Clerk

EXHIBIT # 2
PAGE # 20

BROWARD COUNTY, FLORIDA
I certify this document to be a true and correct copy of the original.
WITNESS MY HAND AND SEAL
ON
CLERK OF CIRCUIT COURT
BY
D.C.
17th JUDICIAL CIRCUIT
BROWARD COUNTY, FLORIDA

EXHIBIT # 2
PAGE # 21

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 4/3/2017 1:15:00 PM.****
printed:printed:03/31/2017 stracy /Court Clerk

CIRCUIT COURT DISPOSITION ORDER IN AND FOR BROWARD COUNTY, FLORIDA

Case Number 15013898CF10A Arrest Number HW15002705 BCCN # 0764032

State of Florida VS Hughes, Freddy AKA

Judge Dennis Bailey Cash bond / Return to depositor / Surety bond / IC

Cash bond number(s)

Charges 088-1 Possession of Cocaine

amend Possession Drug Paraphernalia 893.147(1) CTSD

( ) 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 ( ) Adj. Delinquent
( ) Committed to DJJ/Level ( ) Sentence Withheld ( ) 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

RECEIVED 2017 APR 25 PM 12:40 DIVISION OF PARI-MUTUEL WAGERING

SENTENCE: (PROBATION / COMM. CONTROL)
COUNT(S): I County
(X) Years ( ) Months ( ) Days (X) Probation ( ) Community Control ( ) Followed by
( ) Years ( ) Months ( ) Days ( ) Probation ( ) Community Control
( ) each count concurrent/consecutive ( ) Concurrent ( ) Consecutive to case number
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

JUDGE

DEPUTY CLERK Kelley DATE 4/3/17

FILE COPY-WHITE DEFENDANT'S COPY-BLUE SHERIFF'S COPY-YELLOW PROBATION'S COPY-PINK DEFENSE ATTORNEY'S COPY-GOLD REVISED 09/25/13

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PAGE # 880 22

State of Florida VS Hughes, Freddy Case Number 15013898CF10A

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 _____
( ) Other _____

( ) 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 DCP per FS.322.055
( ) Restitution ordered $_____ amount reserved
( ) Restitution converted to a civil lien
( ) Upon successful completion of jail sent. probation to automatically terminate
~~( )~~ Pay investigative costs:
  (✓) Crime Lab 100.00
  ( ) Expert Witnesses_____
  ( ) Supp. Cost of Prosecution _____
  ( ) Toxicology _____
  ( ) Law Enforcement Agency
  Agency #1_____$_____
  Agency #2_____$_____
~~( )~~ Court costs/fines are not a condition of probation.

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 _____

To run ( ) Concurrent ( ) Consecutive to Count(s): _____

( ) 1st DUI ( ) 2nd DUI ( ) 3rd DUI ( ) 4th DUI

JUDGE _____
DEPUTY CLERK _____ DATE 4/3/17

File Copy-White Defendant'sCopy-Blue Sheriff'sCopy-Yellow Probation'sCopy-Pink Defense Attorney'sCopy-Gold REVISED 9/17/14

EXHIBIT # 2
PAGE # 23

3 OF 3

State of Florida VS Hughes, Freddy Case Number 15013898CF10A

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 l Court Cost Clearing Trust ($5 Assessment)		938.01(1)
( )	($50/Count)	Crime Prevention (if fine assessed)(SN1)		775.083(2)
( )	($100/Case) 50	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 l Costs (BOCC) Programs (AC)		939.185(1)(a)

DISCRETIONARY OR SPECIFIC OFFENSE/REQUIRED COSTS

( )	($50/Case)	Public Defender Application Fee		27.52(1)(b)
( )	($____/Case)	Public Defender Assistance (PD fee imposed)		938.29(1)(a)
( )	_____	PD Fee Converted to Civil Lien		938.29(2)(b)

For the P.D. Fee only 1 item is to be checked:FEE IMPOSED or FEE CONVERTED TO CIVIL LIEN

( )	($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 l 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 l Costs (BOCC) Programs (AC)		939.185(1)(a)
( )	($60/Case)	Add l 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	

JUDGE [signature]

DEPUTY CLERK [signature] DATE 4/3/17

FILE COPY - WHITE IS MANDANT'S COPY - GREEN MEDIUM'S COPY - YELLOW TRANSMITTAL COPY - FINE DEFENDER ATTORNEY'S COPY - CYAN REVISED 10/02/16

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**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 2/9/2018 9:41:44 AM.****
printed:printed:02/08/2018 sljones /Court Clerk

CIRCUIT COURT DISPOSITION ORDER IN AND FOR BROWARD COUNTY, FLORIDA

Case Number 15013898CF10A Arrest Number HW15002705 BCCN # 0764032

State of Florida VS Hughes, Freddy AKA

Judge Dennis Bailey Cash bond / Return to depositor / Surety bond / IC

Cash bond number(s)

Charges 068-1 Possession of Drug Paraphernalia

( ) 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 (X) Final VOP/VOCC (X) Admits Allegations
( ) Convicted by Jury/Court ( ) Acquitted by Jury/Court ( ) Dismissed ( ) Speedy
( ) Discharged ( ) Nolle Prosequi ( ) Found Incompetent/Placement Pending/ Committed to Child/Family Services
(X) Adj. Guilty (X) Adj. Withheld ( ) Adj. Delinquent
( ) Committed to DJJ/Level ( ) Sentence Withheld ( ) 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: (X) Revoked ( ) Reinstated ( ) Modified ( ) Terminated
Extended ( ) All previous special conditions apply
WARRANT: ( ) Dismissed ( ) Withdrawn ( ) Served in open court

SENTENCE: *(PROBATION / COMM. CONTROL)*

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

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): 1 (X) One year plus one day ( ) 72 ( ) Years ( ) Months (X) Days
(X) BCJ ( ) FSP, w/credit for 72 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

JUDGE

DEPUTY CLERK DATE 2/9/18

EXHIBIT # 2
PAGE # 25

FILE COPY-WHITE DEFENDANT'S COPY-BLUE SHERIFF'S COPY-YELLOW PROBATION'S COPY-PINK DEFENSE ATTORNEY'S COPY-GOLD REVISED 09/25/13

State of Florida VS Hughes, Freddy Case Number 15013898CF10A

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 l Court Cost Clearing Trust ($5 Assessment)		938.01(1)
)	($50/Count)	Crime Prevention (if fine assessed)(SN1)		775.083(2)
X	($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 l Costs (BOCC) Programs (AC)		939.185(1)(a)
		DISCRETIONARY OR SPECIFIC OFFENSE/REQUIRED COSTS		
)	($50/Case)	Public Defender Application Fee		27.52(1)(b)
)	($____/Case)	Public Defender Assistance (PD fee imposed)		938.29(1)(a)
)	_____	PD Fee Converted to Civil Lien		938.29(2)(b)
For the P.D. Fee only 1 item is to be checked;FEE IMPOSED or FEE CONVERTED TO CIVIL LIEN				
)	($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 l 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 l Costs (BOCC) Programs (AC)		939.185(1)(a)
)	($60/Case)	Add l 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 must do community service hours @ $10/hour in lieu of court costs		
)		Other		

JUDGE _____

DEPUTY CLERK K. Brown DATE 2/9/18

EXHIBIT # 2
PAGE # 26

Broward County Commission

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 2/9/2018 9:35:17 AM.****

17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY

DIVISION:
CRIMINAL

DIVISION: FG

JUDGMENT

THE STATE OF FLORIDA VS.

CASE NUMBER

DEFENDANT Freddy Hughes (Probation Violator) 15 13898 CF 10A

State Attorney C. Honcwerk

Court Reporter K. Mesfun

The Defendant, Freddy Hughes being personally before this Court represented by T. Nwahiri, his attorney of record, and having:

(Check applicable provision)

- O Been tried and found guilty of the following crime(s)
- O Entered a plea of guilty to the following crime(s)
- ✓ Entered a plea of nolo contendre to the following crime(s)

COUNT	CRIME	OFFENSE STATUTE NUMBER(S)	DEGREE OF CRIME	ADD'L MONIES IMPOSED
1	Poss of Drug Paraphernalia	893.147(1)		

and no cause having been shown why the Defendant should not be adjudicated guilty, IT IS ORDERED THAT the Defendant is hereby ADJUDICATED GUILTY of the above crime(s).

The Defendant is hereby ordered to pay the sum of Fifty dollars ($50.00) pursuant to F.S. 938.03 (Crimes Comp. Trust Fund). The Defendant is further ordered to pay the sum of Five Dollars ($5.00) as court costs pursuant to F.S. 938.03(1) and 938.15 Fines imposed as part of a sentence pursuant to F.S. 777.083(1) are to be recorded on the Sentence page(s).

(Check if applicable)

Stayed & Withheld Imposition of Sentence ( ) The court hereby stays and withholds the imposition of sentence as to count(s) _____ and places the Defendant on probation for a period of _____ under the supervision of the Department of Corrections (conditions of probation set forth in a separate order)

Sentence Deferred Until Later Date ( ) The court hereby defers imposition of sentence until _____ (Date)

( ) Pay $225.00 Trust Fund pursuant to F.S. 938.05(1)(a)

Count(s) 1 : 72 (DAYS/MONTHS) BROWARD COUNTY JAIL W/CREDIT 72 DAYS TIME SERVED.

The Defendant in open court was advised of his right to appeal from this Judgment 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 indigence.

JUDGE

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 FEB 09 2018 day of _____ 20__

K Brown

Deputy Clerk

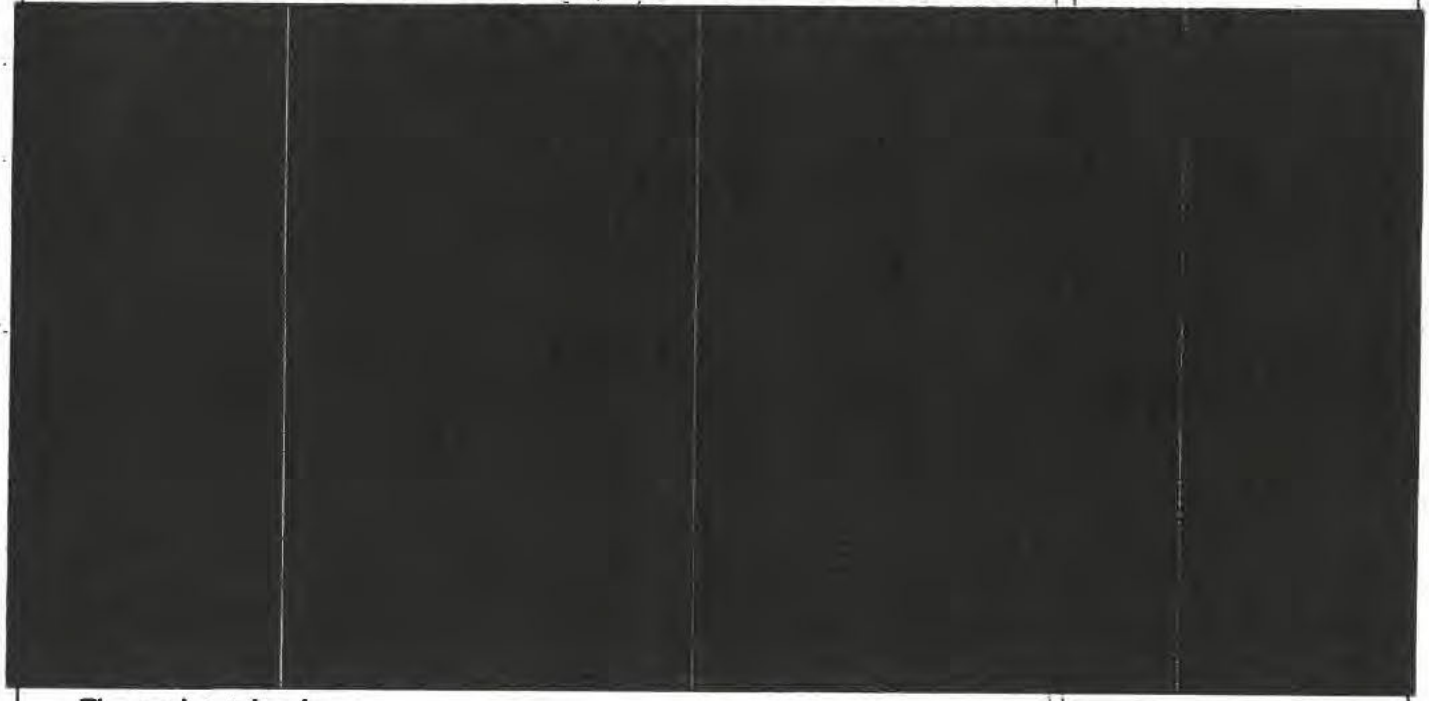
ICC 112-65 JUDGMENT

EXHIBIT # 2
PAGE # 27
Revised 7-2-08

Hughes, Freddy B/M

DIVISION:	[ ] ADJUDICATION WITHHELD	CASE NUMBER
CRIMINAL FG	[X] ADJUDICATED GUILTY	15 13898 CF 10 A

FINGERPRINTS OF DEFENDANT



Fingerprints taken by:

Smith #8952

Court Deputy

Name & Title

DONE AND ORDERED in Open Court at Broward County, Florida this 9 day of FEB 2018.
I HEREBY CERTIFY that the above and foregoing fingerprints are of the Defendant

Freddy Hughes, and that they were placed thereon by said defendant in my presence

in Open court this date.

JUDGE

ICC 112-57 FINGERPRINTS OF DEFENDANT

EXHIBIT # 2
PAGE #886 28

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 7/26/2019 2:36:41 PM.****

COUNTY COURT DISPOSITION ORDER IN AND FOR BROWARD COUNTY, FLORIDA

7/26/19 * CORRECTED COURT DISPOSITION * nunc pro tunc 11/13/

DATE ____ CASE NO 17022528MU10A ARREST NO ____ BCCN NO ____

State of Florida vs. Huges, Freddy

Cash Bond/Surety Fast Amount $1000 Estreated ____ Vacated ____ Return to Dep

Cash Bond/Surety 24/7 Amount $ 500 Estreated ____ Vacated ____ Return to Dep

[ ] Magistrate [ ] First VOP [ ] Convicted by Jury ____ [✓] Adj. Guilty I

[ ] Arraignment [ ] Final VOP [ ] Convicted by Court ____ [ ] Adj. Withheld ____

[✓] Change of Plea [ ] Admits/Denies Allegations [ ] Acq. by Jury ____ [✓] Dismissed III, IV

[ ] Trial by Jury [ ] Guilty [ ] Acq. by Court ____ [✓] Nolle Pros II

[ ] Trial by Court [✓] No Contest [ ] Directed Verdict ____ [ ] No Info ____

[ ] Judgment of Acquittal ____

CHARGES: 1- DUI Property Damage/Injury

2- Driving Under The Influence

3- Poss Open Cont/Veh/Driver

4- Fail To Use Due Care

* Nunc Pro Tunc : 11/13/18

SENTENCE:

COUNT(S) I (Reporting)/~~Administrative~~ Probation: 9 months with special conditions:

[✓] DUI School Level I

[✓] License suspended 6 Months

[✓] 10 Days immobilization by: Landshark

[✓] Random breath/urine analysis at defendant's expense twice per month

[✓] May work off (fine/costs) at $ 10 per hour

[ ] May buy out community service at $ ____ per hour

[✓] Hours of community service 50

[ ] No alcohol or intoxicants while on probation

[ ] AA/NA meeting(s) per week ____ [ ] Evaluation, treatment and therapy, if necessary

[ ] Pay all outstanding fine/costs on Driver's License Record

[ ] Time served ____ days on Count(s) ____

[ ] ____ Days Broward County Jail with credit for ____ days time served

[ ] No contact directly/indirectly with victim(s) or victim(s) family or others listed below

[ ] All fines/costs are separate and apart from probation

[ ] All fines/costs imposed are a condition of probation on Count(s): ____

[ ] All special conditions of probation must be met by the ____ month of probation ____

[ ] DHSMV is directed to revoke defendant's license for 1 year pursuant to F.S 322.055

[ ] Anger Management ____

[ ] Interlock Device ____

[ ] Justice for life [ ] PTE [✓] MADD/Victim Impact Panel [ ] Shoplifter's Program ____

[✓] $ 25 COS waived/imposed

[✓] Partial payments accepted

[ ] Fines/cost converted to civil lien/judgment

[ ] Probation: Revoked-Terminated-Reinstated ____

[ ] Early termination of probation upon completion of all conditions

[ ] DDS ____ hours

[✓] Other: ΔMay do community service hours in lieu of court costs and fines to be completed by the 8th Month of Probation. No court costs and fines as long as community service is completed. **

JUDGE: ____ DEPUTY CLERK: [signature]

MP- Judge Jill K. Levy

EXHIBIT # 2

PAGE # 29

FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 7/20/2019 2:30:41 PM.

State of Florida VS Huges, Freddy Case Number 17022528MUOA

ORDER ASSESSING CHARGES/COSTS/FEES

The defendant is hereby ordered to pay the following sums if checked:

FINES

✓	(Fine) I 500, II_____, III_____, IV_____, V_____ VI_____, VII_____, VIII_____	F.S. 775.083
✓	(5% Surcharge) (if fine assessed) I 25, II_____, III_____, IV_____ V_____, VI_____, VII_____, VIII_____	F.S. 938.04

MANDATORY FEES

Count I 450, Count II_____, Count III_____, Count IV_____, Count V_____, Count VI_____, CountVII_____, Count VIII_____

( ) Admin Order VI-02-D-3 (Court Costs) Count(s) I. 26 II.___ III.__ IV.__ V.__	
( ) Sixty dollars ($60/case) (Criminal Justice Cost) Add'l Cost	F.S. 938.05(1)
( ) Fifty dollars ($50/case) (Crimes Compensation Trust Fund aka VC)	F.S. 938.03
( ) Twenty dollars ($20/count) (Safe Neighborhood Assessment)	F.S. 775.083
( ) Sixty five dollars ($65/count) (Court System/legal aid) (BC Ord. Sec. 10-3)	F.S. 939.185
( ) Twenty dollars ($20/count) (Crime Stoppers Program)	F.S. 938.06
( ) Fifty dollar ($50/case) (Cost of Prosecution) per event	F.S. 938.27(8)
( ) Two dollars ($2/count) (Teen Court /County Ord. Sec. 10-5)	F.S. 938.19
( ) Thirty dollars ($30/count) (Court Facilities Fund)	F.S. 318.18(13)
( ) ($2.50/count) (Additional Criminal Justice Education) (all TI's)	F.S. 318.18(11)(c)
( ) Five dollars ($5/count) (Drivers Education Trust Fund) (all TI's)	F.S. 318.18(11)
( ) ($12.50/count) (Administrative Fee) (TI's moving/non moving)	F.S. 318.18(18)
( ) Ten dollars ($10/count) Article V (moving/non moving charges under 316,320, 322)	

SPECIFIC OFFENSE/REQUIRED

( ) ($201/count) (Domestic Violence Surcharge)	F.S. 938.08
( ) ($151/count) (Rape Crisis Trust)	F.S. 938.085
( ) ($151/count) (Child Advocacy Trust)	F.S. 938.10(1)
( ) ($100/count) (WDLE Operation Trust Fund)	F.S. 938.055
( ) ($15/count) (County Drug)	F.S. 938.13(1)(a)
( ) ($135/count) (DUI and BUI) (EMTF)	F.S. 938.07
( ) ($5/count) (Reckless Driving) (EMTF)	F.S. 316.192(4)
( ) ($5/count) (Leaving Scene) (EMTF)	F.S. 316.061(1)
( ) ($3/count) (Radio System Fee) (HOV & 316 viol)	F.S. 318.18(17)
( ) ($500/case) (Serious Bodily Injury)	F.S. 318.14(5)
( ) ($1000/case) (Fatality/ Serious Bodily Injury)	F.S. 318.14(5)
( ) ($40/case) (Contest Fee)	F.S. 34.045(1)(b)
( ) ($10/case) (1)(c) (Municipal Ordinance Filing Fee)	F.S. 34.045(1)(c)
( ) ($65/count) (ACDR/DOR) (Racing on Highway/Reckless Driving)	F.S. 318.18(5)(c)
( ) Fifty dollars ($50/case) (Public Defender Application) per app	F.S. 27.52(1)(b)
( ) Fifty dollars ($50/case) (Public Defender Assistance Fee) per event	F.S. 938.29(1)
( ) A sum of ($5000.00/count) (Prostitution Civil Penalty)	F.S. 796.07(6)

OTHER

( ) Late fees $_____

( ) Waived (court costs/fines/fees)

( ) Balance of Court Costs/Fees Converted to Civil Lien

( ) Restitution $_____

DISCRETIONARY

Pay investigative costs: [] Crime Lab [] Expert Witness [] Toxicology [] Law Enforcement [] Supp. COP

TOTAL AMOUNT DUE: $ 1,001.00 MUST BE PAID BY: 7-13-19

JUDGE: _____ DEPUTY CLERK: [signature]

PAYMENT METHODS: Please see back for METHODS OF PAYMENTS

Revised 06/2015

EXHIBIT # 2
PAGE # 30

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA 183

DIVISION
[X] CRIMINAL

JUDGMENT

[ ] Probation Violator [ ] Retrial
[ ] Community Control Violator [ ] Resentence

PLAINTIFF(S) VS. DEFENDANT(S)

THE STATE OF FLORIDA FREDDY HUGHES

CASE NUMBER: F07-003513

AKA:Freddy Hudges, Ingraham Freddy Hudges, Freddie Hughes, Frederick Ina Hughes

The Defendant, FREDDY HUGHES, being personally before this Court represented by

MADELINE M ACOSTA,PD, his/her attorney of record.

The State represented by, NICOLE ELLIS, Assistant State's Attorney, and having:

[ ] been tried and found guilty [ ] DNA taken purs. to FS 943.325
[X] entered plea of guilty
[ ] entered plea of nolo contendere to the following crime(s):

CLOCK IN

FILED FOR RECORD
2007 SEP 18 AM 10:
CLERK, CIRCUIT & COUNTY CTS.
DADE COUNTY, FLA.
CRIMINAL DIVISION

COUNT	CRIME	DEGREE	OFFENSE STATUTE NO.
1	COCAINE/PURCHASE/POSN/W/INTENT TO PURCHASE/ATTEMPT	3/F	893.13(2)(A)1 777.04

and no cause being shown why the Defendant should not be adjudicated guilty, IT IS ORDERED THAT the Defendant is hereby ADJUDICATED GUILTY of the above crime(s).

d

25935 Pg 4655 CFN 20070923637 09/19/2007 11:31:10 Pg 1 of 6 Mia-Dade Cty, FL

EXHIBIT # 4
PAGE # 915/10

Fingerprint Information

Add a New Fingerprint Record

Processing Commission	Date Taken	Status	Notes	RCI Card Submitted Date
Pennsylvania Horse Racing Commission	5/11/2003	No		
Florida Division of Pari-Mutuel Wagering	12/20/1997	Unknown		

Ruling Number	Ruling Type	Ruling Date	Fine	Fine Paid?	Suspension Start	Suspension End
*N*10025159	Reinstatement to Good Standing in State	3/29/2001		N/A		
MO 141/2000	Unknown	8/8/2000		N/A		
*N*10007753	Disorderly Conduct	8/12/1999		N/A	8/12/1999	
*N*274359	Felony Conviction	2/14/1985		N/A		

Applicable Reports

Comprehensive Ruling Report
Comprehensive Licensee Report

EXHIBIT # 4
PAGE # 12

Comprehensive Ruling Report

Rulings Against: **FREDDIE HUGHES**

Legal Name: **FREDDIE HUGHES**

Birth Dat[redacted]

4 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:	*N*10025159	Date:	3/29/2001
Issued By:	Kentucky Racing Commission	Facility:	Turfway Park
Ruling Type:	Reinstatement to Good Standing in State		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: *N*10025159 Action Type: Initial Ruling Issue Date: 3/29/2001

Action Text:

RESTORED TO GOOD STANDING AND IS ELIGIBLE TO APPLY FOR ANY LICENSE THAT HE MAY QUALIFY. HE HAS ENROLLED AND COMPLETED A DRUG AND ALCOHOL PROGRAM.

Ruling #: 2

Ruling Number:	MO 141/2000	Date:	8/8/2000
Issued By:	New York Racing & Wagering Board	Facility:	Unknown
Ruling Type:	Unknown		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: MO 141/2000 Action Type: Initial Ruling Issue Date: 8/8/2000

Action Text:

EXHIBIT # 4
PAGE # 13

LICENSE REFUSED -- HE HAS BEEN CONVICTED OF A CRIME INVOLVING MORAL TURPITUDE; VIOLATED AN ORDER OF THE BOARD IN CONNECTION WITH RULE #4042.5; HIS CHARACTER AND GENERAL FITNESS ARE SUCH THAT HIS PARTICIPATION IN RACING OR RELATED ACTIVITIES IS INCONSISTENT WITH THE BEST INTEREST OF RACING.

Ruling #: 3

Ruling Number:	*N*10007753	Date:	8/12/1999
Issued By:	Kentucky Racing Commission	Facility:	Ellis Park
Ruling Type:	Disorderly Conduct		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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:	8/12/1999	Suspension End:	None

Actions:

Alpha Ruling: *N*10007753 Action Type: Initial Ruling Issue Date: 8/12/1999

Action Text:

PENDING APPEARANCE FOR DISORDERLY CONDUCT ON ASSOCIATION GROUNDS (POSSESSION OF A DANGEROUS CONTROLLED SUBSTANCE); DENIED PRIVILEGES OF ALL FACILITIES.

Ruling #: 4

Ruling Number:	*N*274359	Date:	2/14/1985
Issued By:	Florida Division of Pari-Mutuel Wagering	Facility:	Unknown
Ruling Type:	Felony Conviction		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: *N*274359 Action Type: Initial Ruling Issue Date: 2/14/1985

Action Text:

REQUEST FOR WAIVER OF LICENSING DISQUALIFICATION BECAUSE OF FELONY OR NARCOTICS OR BOOKMAKING CONVICTION IS GRANTED.

EXHIBIT # 4
PAGE # 14

Issued by: New York Racing & Wagering Board

Licensee Information

Master ID: 1892074

Ruling Against: FREDDIE HUGHES

Ruling Information

Ruling Type:	**Unknown**			
Ruling Date:	**8/8/2000**			
Facility:	**Unknown**			
Fine Amount:				
Breed:	Unknown	Division:	Unknown	Fine Paid? 1
Suspension Start:			Suspension End:	

Alpha Ruling:	Action Type:	Issue Date:
MO 141/2000	Initial Ruling	8/8/2000

Description:

LICENSE REFUSED -- HE HAS BEEN CONVICTED OF A CRIME INVOLVING MORAL TURPITUDE; VIOLATED AN ORDER OF THE BOARD IN CONNECTION WITH RULE #4042.5; HIS CHARACTER AND GENERAL FITNESS ARE SUCH THAT HIS PARTICIPATION IN RACING OR RELATED ACTIVITIES IS INCONSISTENT WITH THE BEST INTEREST OF RACING.

License Types Affected

License Number	State	License Type	Affected
No License Type Records			

Add Drug | Remove Drug

Ruling Record owned by the New York Racing & Wagering Board.
Ruling Record created on 7/31/2006 2:47:37 AM (Eastern Time) by XML Auto Importer .
Last Modified on 7/31/2006 2:47:37 AM (Eastern Time) by XML Auto Importer .

EXHIBIT # 4
PAGE # 15

Issued by: Kentucky Racing Commission

Licensee Information

Master ID: 1892074

Ruling Against: FREDDIE HUGHES

Ruling Information

Ruling Type:	**Reinstatement to Good Standing in State**			
Ruling Date:	**3/29/2001**			
Facility:	**Turfway Park**			
Fine Amount:			Fine Paid?	1
Breed:	Unknown Division:	Unknown		
Suspension Start:			Suspension End:	

Alpha Ruling:	Action Type:	Issue Date:
*N*10025159	Initial Ruling	3/29/2001

Description:

RESTORED TO GOOD STANDING AND IS ELIGIBLE TO APPLY FOR ANY LICENSE THAT HE MAY QUALIFY. HE HAS ENROLLED AND COMPLETED A DRUG AND ALCOHOL PROGRAM.

License Types Affected

License Number	State	License Type	Affected
No License Type Records			

Add Drug | Remove Drug

Ruling Record owned by the Kentucky Racing Commission.
Ruling Record created on 7/30/2006 2:14:55 PM (Eastern Time) by XML Auto Importer .
Last Modified on 7/30/2006 2:14:55 PM (Eastern Time) by XML Auto Importer .

EXHIBIT # 4
PAGE # 16

Navigation menu

Gaming Commission

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  - Upcoming Procurement Opportunities
  - Contract Awards
  - Minority and Women Owned Business Enterprises

Gaming Commission Rulings Database

Notice Number	Licensee	Type	Notice Date
MR 168-1988	MICHAEL J. HUGHES	Fine	10/01/1988
NY 25-1991	ESTHER L. HUGHES	Fine	03/15/1991
VD 45-1993	WAYNE R. HUGHES	Fine	07/09/1993
VD 59-1993	WAYNE R. HUGHES	Fine	08/12/1993
VD 37-1997	WAYNE R. HUGHES	Suspension	09/30/1997
FL 240-1999	JAMES H. HUGHES	Refusal	09/16/1999
NY 141-2000	FREDDIE HUGHES	Refusal	08/08/2000
MO 230-2007	PAMELA L HUGHES	Refusal	08/14/2007
MO 304-2010	BYRON G. HUGHES II	Denial	08/18/2010

Your search has returned 9 result(s).

Note that the above data is current as of 12:45 PM EDT, Thursday, April 28, 2022 and subject to change as more information becomes available.

Search Again

EXHIBIT # 4
PAGE # 17

The New York State Gaming Commission takes reasonable measures to ensure that the data and information on this website is accurate and current. However, the Commission makes no express or implied warranty regarding this information or data and expressly disclaims all legal liability and responsibility to persons or entities who use or access this website and its content.

Gaming Commission

About

- About the Commission
- Commissioners
- Commission Meetings
- Contact
- Privacy & Disclaimer

Statutes & Rules

- Rules
- Proposed Rules
- Statutes

Reports

- Horse Racing
- Casinos
- Annual Reports
- Lottery
- Historical Reports

Newsroom

- Press Releases
- Public Events
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CONNECT WITH US

- FACEBOOK
- TWITTER
- YOUTUBE

EXHIBIT # 4
PAGE # 18

Melendez, Kelly

From: Baeza, Braulio (GAMING) <Braulio.Baeza@gaming.ny.gov>
Sent: Wednesday, June 01, 2022 12:39 PM
To: Melendez, Kelly
Subject: RE: Freddie Hughes-Suitability Verification

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

He would be a board review before he gets a licence.

Braulio

From: Melendez, Kelly <Kelly.Melendez@myfloridalicense.com>
Sent: Wednesday, June 1, 2022 11:36 AM
To: Baeza, Braulio (GAMING) <Braulio.Baeza@gaming.ny.gov>
Subject: RE: Freddie Hughes-Suitability Verification

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Thank you Mr. Baeza.

Even though Mr. Hughes is NOT in good standing in New York, is Mr. Hughes eligible for re licensure?

Thank You!

Kelly M. Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954-202-6799

From: Baeza, Braulio (GAMING) [mailto:Braulio.Baeza@gaming.ny.gov]
Sent: Wednesday, June 01, 2022 6:58 AM
To: Melendez, Kelly
Subject: RE: Freddie Hughes-Suitability Verification

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EXHIBIT # 4
PAGE # 925/20

Good morning Mr. Hughes is not currently licensed in New York and is not in good standings with us. Hope this helps.

Braulio Baeza Jr

From: Melendez, Kelly <Kelly.Melendez@myfloridalicense.com>
Sent: Tuesday, May 31, 2022 3:50 PM
To: Embler, Christian (GAMING) <Christian.Embler@gaming.ny.gov>; Baeza, Braulio (GAMING) <Braulio.Baeza@gaming.ny.gov>
Subject: Freddie Hughes-Suitability Verification

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Afternoon,

The above named individual has applied for licensure in Florida. A review of the Association of Racing Commissioners International (ARCI) database indicates the individual has held licensure in your state or has rulings issued in your jurisdiction. Please review your records and advise if the individual is currently licensed, eligible for licensure, and if the individual is in good standing in your jurisdiction.

Name: **FREDDIE HUGHES**
[redacted]

Thank you,

Kelly M. Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954-202-6799

EXHIBIT # 4
PAGE # 926 24

Melendez, Kelly

From: Priscilla Nichols <priscilla_nichols@hotmail.com>
Sent: Tuesday, June 14, 2022 10:56 PM
To: Melendez, Kelly
Subject: Reinstatement of fl racing board license for Freddie Hughes

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Hello

My name is Priscilla Nichols, I am the owner and trainer of several horses that are training at Palm Meadows to race at the current Gulfstream Park Summer meet. I race under the stable name of Rapid Racing, LLC. I have been involved in racing for more than 40 years now, I started as an exercise rider, and went on to work at various tracks,mainly on the East Coast, as an assistant trainer to some of the legendary trainers of all time. I began my real career working in Delaware with Buddy Delp and William Boniface, moved to Kentucky, where I worked with "Smiley" Adams, and had responsibilities taking care of horses owned by Fred Hooper, and many other prominent racing personalities. In my career as a trainer, I raced much of the time in Kentucky at Keeneland, but more recently I have been running my horses at Delaware, Monmouth, and Tampa. My partner and I have now moved back to Aventura, where we have a residence, and my small stable of horses are now comfortably housed at Palm Meadows, Boynton Beach-

I am writing this letter to you in the hope of securing reinstatement of a backstretch/racing license for a groom who has worked for me periodically over the last seven years named Freddie Hughes-

Freddie has been having some difficulty in getting his Florida Racing and Wagering Board License reinstated, and I am hoping that you will be able to grant him the license again so that he can come to work for me for the next period of time. There were several issues with his application which seem to be slightly problematic in the filing, but, these issues were problems that were addressed and resolved over time. Freddie is an extremely conscientious worker, almost to a fault, and, as I have had so many workers who have been the exact opposite, when I called Freddie to let him know that I was returning from Tampa to Gulfstream, both he and I were looking forward to a great new chapter in our mutual racing "story" . Freddie deeply cares about horses, and himself has worked for many of racing biggest trainers with decades of experience as a groom and sales auction "handler"-

As my horses have been in training for months, and are set "on go" (in fact, I am trying to enter one of my runners "Weld" in an upcoming race this weekend at Gulfstream) I am hoping to have Freddie by my side in the paddock, and back at the barn, to assist in his most special, professional way.

EXHIBIT # 4
PAGE # 929 of 4

Things are tough all over today, and, in our industry, finding good help is essential to achieving successful results... For me, and my little place in today's game, Freddie Hughes is the individual who I know I can trust to handle my horses with care and an expertise on a level (almost) the same as my own-

Can you please consider granting Freddy the opportunity to regain his State of Florida License as soon as possible? He will be a definite asset to my racing operations, and employees like Freddie are the type which make our industry successful and humane-

I thank you for any and all consideration to this urgent request,

Sincerely,
Priscilla Nichols
Rapid Racing, LLC.

Sent from my iPhone

Melendez, Kelly

From: Crane, Sarah A (DDA) <Sarah.Crane@delaware.gov>
Sent: Wednesday, June 15, 2022 8:47 AM
To: Melendez, Kelly
Subject: RE: Freddie Hughes-Suitability Verification

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Good morning,

Mr. Hughes has not been licensed in Delaware since 2019, He is in good standing and eligible to apply for a license.

Sarah Crane

Sarah Crane - Executive Director
Delaware Thoroughbred Racing Commission
Office – 302.993.8970

The contents herein may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this material is unauthorized. If you are neither the intended recipient nor the agent responsible for delivering the message to the intended recipient, you are requested to delete the message from your system and notify us immediately by phone or email

From: Melendez, Kelly <Kelly.Melendez@myfloridalicense.com>
Sent: Tuesday, June 14, 2022 12:38 PM
To: Crane, Sarah A (DDA) <Sarah.Crane@delaware.gov>
Subject: Freddie Hughes-Suitability Verification

Good Afternoon,

The above named individual has applied for licensure in Florida. Please review your records and advise if the individual is eligible for licensure, and if the individual is in good standing in your jurisdiction. A review of the Association of Racing Commissioners International (ARCI) database indicates he was last licensed in Delaware in 2019.

Name: **FREDDIE HUGHES**
DOB: **8/7/1959**

Thank you,

EXHIBIT # 4
PAGE # 26

Kelly M. Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954-202-6799

EXHIBIT # 4
PAGE # 27

Florida Department of Business & Professional Regulation

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

Ken Lawson, Secretary

Rick Scott, Governor

OFFICE OF INVESTIGATIONS

WAIVER INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**Southern**	**January 24, 2013**	**2013 00 3055**

Respondent:	Complainant:
FREDDIE HUGHES 10601 NW 17TH AVENUE, APT 107A MIAMI, FL 33147 Other Names Used: Home Phone #: [redacted] Mobile Phone #:	STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING

License # and Type:	Profession:	Report Date:
435685 - 1022	Groom	**March 26, 2013**

Period of Investigation:	Type of Report:
January 24, 2013 to March 26, 2013	**Final**

Basis of Investigation:

This investigation is predicated upon receipt of **FREDDIE HUGHES'** State of Florida Pari-Mutuel Occupational License Application and Waiver Request Form, dated January 19, 2013.

On August 30, 2012, Freddie **HUGHES** submitted a PMW Occupational License Application to be licensed as a Groom at Calder Race Course, Inc. On his application he answered "Yes" to the question, "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?" Disclosed were three felony arrests in Miami-Dade County, Florida.

Related Cases:

Investigations Specialist II / Date	Approved by Investigator Supervisor / Date
Tatiana Fredericks / 3/26/2013	Juan Torres / March 26, 2013

Chief of Investigations

Steven E. Kogan /

CRIMINAL HISTORY

Arrest 1	
Date of Arrest: December 25, 1974	Arresting Agency: Miami-Dade Police Department

OFFENSE

		CLASSIFICATION	PLEA	DISPOSITION	DATE
1	Manslaughter by Culpable Negligence	Felony	Guilty	Adj. Guilty	8/29/1975
2	Auto Larceny	Felony	Guilty	Adj. Guilty	8/29/1975
3					
4					
5					

SENTENCE

HUGHES was sentenced to ten (10) years for the Manslaughter charge, and five (5) years for the Auto Larceny charge, served concurrently.

Additional Information: HUGHES served five (5) years in prison and five (5) years probation for both charges combined.

Arrest 2	
Date of Arrest: November 24, 1987	Arresting Agency: Miami-Dade Police Department

OFFENSE

		CLASSIFICATION	PLEA	DISPOSITION	DATE
1	Burglary (Unoccupied Dwelling)	Felony	Guilty	Adj. Withheld	9/9/1988
2	Grand Theft (3rd Degree)	Felony	Guilty	Adj. Guilty	9/9/1988
3					
4					
5					

SENTENCE

HUGHES was sentenced to two (2) months jail for each charge, to be served concurrently, and credited with time served for the 2 months sentenced.

Additional Information:

CRIMINAL HISTORY

Arrest 3	
Date of Arrest: January 26, 2007	Arresting Agency: Miami-Dade Police Department

OFFENSE

		CLASSIFICATION	PLEA	DISPOSITION	DATE
1	Cocaine Possession/Intent to Purchase	Felony	Guilty	Adj. Guilty	9/7/2007
2					
3					
4					
5					

SENTENCE

HUGHES was credited with time served and fined a total of $498.00.

Additional Information:

Arrest 4	
Date of Arrest:	Arresting Agency:

OFFENSE

		CLASSIFICATION	PLEA	DISPOSITION	DATE
1					
2					
3					
4					
5					

SENTENCE

Additional Information:

ADDITIONAL LICENSES

CONTINUATION

DBPR INVESTIGATIVE REPORT

CASE NUMBER
2013 00 3055

Has the Applicant ever possessed a Florida Occupational License?	✓ YES	NO
Does the Applicant possess an Occupational License from other jurisdictions?	✓ YES	NO

1. License Type: **Miscellaneous**

Date Licensed	Expiration Date	License #:	Agency or Jurisdiction:
1985-2001	**Unknown**	**Unknown**	**Kentucky Racing Commission**

Has License ever been suspended or revoked?	✓ YES	NO
Was any derogatory information received?	YES	✓ NO

If yes to either question, explain below:
HUGHES had his license revoked for disorderly conduct on association grounds, testing positive for marijuana, and was refused a license for being convicted of a crime involving "moral turpitude." His license was restored to good standing after completing a drug and alcohol program in 2001 and he is eligible to reapply with this agency for renewal of his license **(EXHIBIT #7).**

2. License Type: **Stable Employee**

Date Licensed	Expiration Date	License #:	Agency or Jurisdiction:
2003	**2003**	**06216103**	**Pennsylvania Racing Commission**

Has License ever been suspended or revoked?	YES	✓ NO
Was any derogatory information received?	YES	✓ NO

If yes to either question, explain below:
(EXHIBIT #8).

3. License Type: **Unknown**

Date Licensed	Expiration Date	License #:	Agency or Jurisdiction:
Unknown	**1990**	**RCI #9010**	**New Jersey Racing Commission**

Has License ever been suspended or revoked?	✓ YES	NO
Was any derogatory information received?	YES	✓ NO

If yes to either question, explain below:
HUGHES did not disclose his criminal history information with this agency and was "sanctioned by stewards" for failing to do so. According to Investigations Administrator Joe Trapanese, his license is in good standing as of this date and **HUGHES** is eligible to reapply with this agency for renewal of his racing license **(EXHIBIT #9).**

CONTINUATION

DBPR INVESTIGATIVE REPORT

CASE NUMBER
2013 00 3055

4. License Type: **Unknown**			
Date Licensed **Unknown**	Expiration Date **Unknown**	License #: **Unknown**	Agency or Jurisdiction: **Ohio State Racing Commission**
Has License ever been suspended or revoked?			☑ YES ☐ NO
Was any derogatory information received?			☑ YES ☐ NO
If yes to either question, explain below: **HUGHES** was placed on a "stop list for falsification" of his personal information. According to Barb Roth of the Ohio Racing Commission's Licensing Department, **HUGHES** failed to disclose his criminal history information with this agency and, as a result, his license was revoked. **HUGHES** did not appear for a hearing regarding this issue in 1995 **(EXHIBIT #10).**			

5. License Type: **Unknown**			
Date Licensed **2000**	Expiration Date **2002**	License #: **Unknown**	Agency or Jurisdiction: **New York Racing Commission**
Has License ever been suspended or revoked?			☑ YES ☐ NO
Was any derogatory information received?			☐ YES ☑ NO
If yes to either question, explain below: **HUGHES** was denied a license on his 2000 application for violating NY Rule 4042.5 (Human Drug Testing). His license is now in good standing and he is eligible to reapply for his license with this agency **(EXHIBIT #11).**			

6. License Type: **Groom**			
Date Licensed **1985-2012**	Expiration Date **June 30, 2012**	License #: **435685**	Agency or Jurisdiction: **Florida Division Of Pari-Mutuel Wagering**
Has License ever been suspended or revoked?			☐ YES ☑ NO
Was any derogatory information received?			☐ YES ☑ NO
If yes to either question, explain below: **HUGHES** had been granted a waiver in 1985 for his 1975 convictions for manslaughter and auto larceny, according to a PMW Investigative Report dated in 2004. However, it has been determined that **HUGHES** did not disclose his felony convictions from 1987 or 2007 to this office, as no information can be found on these charges in this agency's licensing database **(EXHIBIT #12).**			

CONTINUATION

DBPR INVESTIGATIVE REPORT

CASE NUMBER
2013 00 3055

WAIVER INTERVIEW

Was a Waiver Interview conducted?		✓ YES ☐ NO
Date of Interview: February 19, 2013	Location of Interview: NBRSC	
Was the applicant cooperative?		✓ YES ☐ NO
If no, explain:		

SUMMARY OF INTERVIEW

Applicant **HUGHES** explained to me that, for the 1975 Manslaughter and Auto Larceny charges, he and two friends took a bus ride from their neighborhood and exited at Miami International Airport. The trio illegally entered into a nearby parking lot, containing multiple high-end luxury vehicles. **HUGHES'** friends separated from **HUGHES**, and he decided to open the door to a Chevrolet Corvette and sit inside. **HUGHES** stated that the keys to start the engine were in the ignition. Shortly after, HUGHES heard multiple gunshots, and started to drive the Corvette out of the parking lot. Before he could exit the lot, a parking lot attendant was standing in front of the Corvette, and pointing a gun at **HUGHES**. **HUGHES** could not stop the car in time, and hit the armed man, with the vehicle. **HUGHES** explained that, after he struck the parking lot attendant, **HUGHES** exited the Corvette, and jumped into another vehicle that his friends were his friends were able to drive a vehicle out of the lot, and drove home. Police arrested **HUGHES** the next day, at his home.

In 1988, **HUGHES** was charged with Burglary of an Unoccupied Dwelling, and Grand Theft in the third degree. **HUGHES** explained that he and his younger cousin were on their way to a nearby horsetrack to watch the races, when they passed by a local hobby store and observed an unidentified male throwing boxes of remote control cars into the dumpster. **HUGHES** parked across the street and waited for the man to leave the dumpster area. After the man left, **HUGHES** and his cousin approached the locked gates of the hobby store, and **HUGHES** jumped over the gate and began throwing the boxed remote control cars over the gate to his cousin. Police arrested **HUGHES** at the scene of the incident.

In 2007, **HUGHES** was charged with the Purchase of Cocaine. He stated that he and his trainer drove from Tampa Bay Downs to Calder Race Course, and **HUGHES** stated to his trainer that he was going to go and see a friend in a nearby neighborhood. When **HUGHES** got to his friend's house, an undercover police officer, who was conducting a sting operation, offered **HUGHES** cocaine in exchange for money. **HUGHES** gave the undercover officer $8 for the cocaine, and was arrested immediately.

CONTINUATION

DBPR INVESTIGATIVE REPORT

CASE NUMBER
2013 00 3055

CONCLUSION

An Assocation of Racing Commissioners International Inc. (A.R.C.I.) report for applicant **HUGHES** disclosed no derogatory information. However, when **HUGHES** was interviewed, he stated that he had been licensed in multiple states. Research concluded that **HUGHES** had been licensed in New York, New Jersey, Pennsylvania, Ohio, Kentucky, and Florida. All information can be found in this report as Exhibit #'s 7 through 12.

On March 22, 2013, Applicant **HUGHES'S** request for a waiver was denied by the Division's Director of Pari-Mutuel Wagering Leon Biegalski.

Staus : **CLOSED**

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Florida Department of Business & Professional Regulation

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

Ken Lawson, Secretary

Rick Scott, Governor

OFFICE OF INVESTIGATIONS

WAIVER INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**Southern**	**June 13, 2014**	**2014 02 4997**

Respondent:	Complainant:
FREDDIE HUGHES 10601 NW 17TH AVENUE, APT 107A MIAMI, FL 33147 Other Names Used: Home Phone #: (305) 747-9600 Mobile Phone #:	STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING

License # and Type:	Profession:	Report Date:
435685 - 1022	Groom	**October 22, 2014**

Period of Investigation:	Type of Report:
June 13, 2014 to October 22, 2014	**Final**

Basis of Investigation:
This investigation is predicated upon receipt of **FREDDIE HUGHES'** State of Florida Pari-Mutuel Occupational License Application and Waiver Request Form, dated January 19, 2013.

On May 1, 2014, Freddie **HUGHES** submitted a PMW Occupational License Application to be licensed as a Groom at Gulfstream Park. On his application he answered "Yes" to the question, "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?" Disclosed were three felony arrests in Miami-Dade County, Florida.

Related Cases:

Investigations Specialist II / Date	Investigator Supervisor / Date October 22, 2014
Tatiana Davies / 10/22/2014	Juan Torres /

Chief of Investigations

Steven E. Kogan /

CRIMINAL HISTORY

Arrest 1	
Date of Arrest: December 25, 1974	Arresting Agency: Miami-Dade Police Department

OFFENSE

		CLASSIFICATION	PLEA	DISPOSITION	DATE
1	Manslaughter by Culpable Negligence	Felony	Guilty	Adj. Guilty	8/29/1975
2	Auto Larceny	Felony	Guilty	Adj. Guilty	8/29/1975
3					
4					
5					

SENTENCE

HUGHES was sentenced to ten (10) years for the Manslaughter charge, and five (5) years for the Auto Larceny charge, served concurrently.

Additional Information: HUGHES served five (5) years in prison and five (5) years probation for both charges combined.

Arrest 2	
Date of Arrest: November 24, 1987	Arresting Agency: Miami-Dade Police Department

OFFENSE

		CLASSIFICATION	PLEA	DISPOSITION	DATE
1	Burglary (Unoccupied Dwelling)	Felony	Guilty	Adj. Withheld	9/9/1988
2	Grand Theft (3rd Degree)	Felony	Guilty	Adj. Withheld	9/9/1988
3					
4					
5					

SENTENCE

HUGHES was sentenced to two (2) months jail for each charge, to be served concurrently, and credited with time served for the 2 months sentenced.

Additional Information:

CRIMINAL HISTORY

Arrest 3	
Date of Arrest: January 26, 2007	Arresting Agency: Miami-Dade Police Department

OFFENSE

		CLASSIFICATION	PLEA	DISPOSITION	DATE
1	Cocaine Possession/Intent to Purchase	Felony	Guilty	Adj. Guilty	9/7/2007
2					
3					
4					
5					

SENTENCE

HUGHES was sentenced to 8 months and fined a total of $498.00.

Additional Information:

Arrest 4	
Date of Arrest:	Arresting Agency:

OFFENSE

		CLASSIFICATION	PLEA	DISPOSITION	DATE
1					
2					
3					
4					
5					

SENTENCE

Additional Information:

CONTINUATION

DBPR INVESTIGATIVE REPORT

CASE NUMBER
2014 02 4997

ADDITIONAL LICENSES

Has the Applicant ever possessed a Florida Occupational License?	☑ YES ☐ NO
Does the Applicant possess an Occupational License from other jurisdictions?	☑ YES ☐ NO

1. License Type: **Miscellaneous**

Date Licensed	Expiration Date	License #:	Agency or Jurisdiction:
1985-2001	**Unknown**	**Unknown**	**Kentucky Racing Commission**

Has License ever been suspended or revoked?	☑ YES ☐ NO
Was any derogatory information received?	☐ YES ☑ NO

If yes to either question, explain below:
HUGHES had his license revoked for disorderly conduct on association grounds, testing positive for marijuana, and was refused a license for being convicted of a crime involving "moral turpitude." His license was restored to good standing after completing a drug and alcohol program in 2001 and he is eligible to reapply with this agency for renewal of his license **(EXHIBIT #7).**

2. License Type: **Stable Employee**

Date Licensed	Expiration Date	License #:	Agency or Jurisdiction:
2003	**2003**	**06216103**	**Pennsylvania Racing Commission**

Has License ever been suspended or revoked?	☐ YES ☑ NO
Was any derogatory information received?	☐ YES ☑ NO

If yes to either question, explain below:
(EXHIBIT #8).

3. License Type: **Unknown**

Date Licensed	Expiration Date	License #:	Agency or Jurisdiction:
Unknown	**1990**	**RCI #9010**	**New Jersey Racing Commission**

Has License ever been suspended or revoked?	☑ YES ☐ NO
Was any derogatory information received?	☐ YES ☑ NO

If yes to either question, explain below:
HUGHES did not disclose his criminal history information with this agency and was "sanctioned by stewards" for failing to do so. According to Investigations Administrator Joe Trapanese, his license is in good standing as of this date and **HUGHES** is eligible to reapply with this agency for renewal of his racing license **(EXHIBIT #9).**

CONTINUATION

DBPR INVESTIGATIVE REPORT

CASE NUMBER
2014 02 4997

WAIVER INTERVIEW

Was a Waiver Interview conducted?	☑ YES ☐ NO
Date of Interview: July 10, 2014	Location of Interview: NBRSC
Was the applicant cooperative?	☑ YES ☐ NO
If no, explain:	

SUMMARY OF INTERVIEW

Applicant **HUGHES** explained to me that, for the 1975 Manslaughter and Auto Larceny charges, he and two friends took a bus ride from their neighborhood and exited at Miami International Airport. The trio illegally entered into a nearby parking lot, containing multiple high-end luxury vehicles. **HUGHES'** friends separated from **HUGHES,** and he decided to open the door to a Chevrolet Corvette and sit inside. **HUGHES** stated that the keys to start the engine were in the ignition. Shortly after, HUGHES heard multiple gunshots, and started to drive the Corvette out of the parking lot. Before he could exit the lot, a parking lot attendant was standing in front of the Corvette, and pointing a gun at **HUGHES. HUGHES** could not stop the car in time, and hit the armed man, with the vehicle. **HUGHES** explained that, after he struck the parking lot attendant, **HUGHES** exited the Corvette, and jumped into another vehicle that his friends were his friends were able to drive a vehicle out of the lot, and drove home. Police arrested **HUGHES** the next day, at his home.

In 1988, **HUGHES** was charged with Burglary of an Unoccupied Dwelling, and Grand Theft in the third degree. **HUGHES** explained that he and his younger cousin were on their way to a nearby horsetrack to watch the races, when they passed by a local hobby store and observed an unidentified male throwing boxes of remote control cars into the dumpster. **HUGHES** parked across the street and waited for the man to leave the dumpster area. After the man left, **HUGHES** and his cousin approached the locked gates of the hobby store, and **HUGHES** jumped over the gate and began throwing the boxed remote control cars over the gate to his cousin. Police arrested **HUGHES** at the scene of the incident.

In 2007, **HUGHES** was charged with the Purchase of Cocaine. He stated that he and his trainer drove from Tampa Bay Downs to Calder Race Course, and **HUGHES** stated to his trainer that he was going to go and see a friend in a nearby neighborhood. When **HUGHES** got to his friend's house, an undercover police officer, who was conducting a sting operation, offered **HUGHES** cocaine in exchange for money. **HUGHES** gave the undercover officer $8 for the cocaine, and was arrested immediately.

CONTINUATION

DBPR INVESTIGATIVE REPORT

CASE NUMBER
2014 02 4997

CONCLUSION

An Assocation of Racing Commissioners International Inc. (A.R.C.I.) report for applicant **HUGHES** contained information from Pennsylvania, Kentucky, New York and Florida. However, when **HUGHES** was interviewed, he stated that he had been licensed in multiple states. Research concluded that **HUGHES** had been licensed in New Jersey and Ohio, as well **(EXHIBIT #'s 7-12)**.

On March 22, 2013, **HUGHES** was denied a Pari-Mutuel Wagering Occupational License by the Division. Although an appeal was issued, a recommended order of upholding the denial status was granted, and **HUGHES'** appeal was rejected. The recommended order also stated that **HUGHES'** waiver was denied without prejudice, and if HUGHES would re-apply for his license when he could provide documentation proving sobriety from alcohol and/or substance abuse for at least one year from the last hearing, that the Division would re-evaluate **HUGHES'** eligibility for obtaining his license **(EXHIBIT #13)**.

Chaplain Thomas LaPointe of His Place Ministries provided a letter, stating that **HUGHES** attends alcohol/substance abuse meetings, as well as church meetings every week, and **HUGHES** voluntarily participates in random urine tests has remained sober for over one year **(EXHIBIT #14)**.

On August 20, 2014, Director Leon Biegalski produced a Consent Order, granting **HUGHES** a Pari-Mutuel Wagering Occupational License. **(EXHIBIT #15)**

Case: Closed.

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EXHIBIT # 4
PAGE # 42

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Brandon Nichols
Date 12/3/2013
File # 2013-07325

STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATI
DIVISION OF PARI-MUTUEL WAGERING

FREDDIE HUGHES,

Petitioner,

v.

DBPR CASE NO. 2013003055

DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING,

Respondent,

_____/

FINAL ORDER

The Department of Business & Professional Regulation, Division of Pari-Mutuel Wagering, hereby enters this Final Order for the above styled matter. On June 5, 2013, J. Yvette Pressley, Hearing Officer for the Division, issued the Recommended Order in this matter. That Recommended Order is attached to the Final Order and incorporated herein by reference. No exceptions have been filed to the Recommended Order.

FINDINGS OF FACT

The Findings of Fact contained in the Recommended Order are hereby adopted as the Findings of Fact of the Division.

CONCLUSIONS OF LAW

The Conclusions of Law contained in the Recommended Order are hereby adopted as the Conclusions of Law of the Division.

EXHIBIT # 4
PAGE # 43

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law adopted from the Recommended Order of the Division's Informal Hearing, it is hereby ORDERED that:

Petitioner's pari-mutuel occupational license and waiver application is DENIED, but WITHOUT PREJUIDICE to re-apply at such time that the Petitioner is able to provide documented evidence of completion of a substance abuse rehabilitation program that Petitioner has maintained his sobriety from substance abuse and alcohol abuse for a continuous period of one year from the date of the hearing and that Petitioner's prospects for long-term recovery are good. Upon such submission, the Division will re-evaluate *de novo* the Petitioner's eligibility for obtaining a pari-mutuel occupational license, which may or may not be subject to additional conditions, and further ordering that neither this denial, or the Division's March 22, 2013 denial in Petitioner's case, be used as a sole basis, together or separately, to deny Petitioner a license or waiver in the future if he complies with the above requirements.

This Final Order shall become effective on the date of filing with the Agency Clerk of the Department of Business and Professional Regulation

DONE AND ORDERED this 26th day of November 2013, in Tallahassee, Florida.

Leon M Biegalski

Leon M Biegalski, Director
Division of Pari-Mutuel Wagering
1940 North Monroe Street
Northwood Centre, Suite 50
Tallahassee, Florida 32399-1035

EXHIBIT # 4
PAGE # 44

CERTIFICATE OF SERVICE

I hereby certify this 3rd day of December, 2013 that a true copy of the foregoing Order has been provided by Certified Mail to.

Freddie Hughes
10601 NW 17th Avenue, Apt 107A
Miami, Florida 33147

Brandon M. Nichols
AGENCY CLERK'S OFFICE

Cc:
J. Yvette Pressley, Hearing Officer
Charles "Chip" Collette, Assistant General Counsel
Tomoka Brady, AAII, PMW

NOTICE OF RIGHT TO APPEAL UNLESS WAIVED

A party who is adversely affected by this Final Oder is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review Proceedings are governed by Rules 9 110 and 9.190, Florida Rules of Appellate Procedure Such proceedings are commenced by filing one copy of a Notice of Appeal with the Department of Business and Professional Regulation, Attn: Ronda L. Bryan, Agency Clerk, 1940 North Monroe Street, Suite 92, Tallahassee, Florida 32399 and a Second copy, accompanied by filing fees prescribed by law, with the District Court of Appeal, First District, or with the District Court of Appeal in the Florida Appellate District where the Party Resides. The Notice of Appeal must be filed within thirty (30) Days of Rendition of the Order to be reviewed.

EXHIBIT # 4
PAGE # 950 of 5

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Evette Lawson-Proctor
Date 10/16/2013
File #

STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATIO

FREDDIE HUGHES,

Petitioner,

v.

DBPR CASE NO. 2013003055

STATE OF FLORIDA, DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before J. Yvette Pressley, Hearing Officer for the Department of Business and Professional Regulation (Department) on June 5, 2013, in Tallahassee, Florida, in accordance with the provisions of Section 120.57(2), Florida Statutes, for consideration of the Division's License Application and Waiver Denial issued against Petitioner Freddie Hughes in DBPR Case No. 2013003055. Peggy L. Buckine, qualified representative of Charles T. Collette, Assistant General Counsel represented the Respondent. Petitioner appeared pro se by telephone.

FINDING OF FACTS

1. On or about January 19, 2013 Petitioner submitted a request for waiver, having been convicted of felony offenses in the past. Petitioner was seeking a pari-mutuel wagering occupational license as a horse groom at Calder Race Course, Miami Gardens FL.

2. On the underlying August 30, 2012 PMW Occupational License Application, Petitioner disclosed felony convictions dating from 1973 (Manslaughter), 2004 (Unpaid Ticket), 2007 (Cocaine Possession) and 2009 (Theft).

EXHIBIT # 4
PAGE # 46

3. On the March 26, 2013 PMW Waiver Investigative Report, felony convictions dating from 1975 (Manslaughter & Auto Larceny), 1988 (Grand Theft) and 2007 (Cocaine with Intent to Sell) were discovered.

4. Those felony convictions caused the Department on March 22, 2013 to deny Petitioner's Occupational License Application.

5. Petitioner on or about April 5, 2013 filed an Election Of Rights in response to the March 22, 2013 denial, requesting an informal hearing pursuant to Section 120.57(2), Florida Statutes.

6. Petitioner did not dispute the material facts supporting the Department's March 22, 2013 denial.

7. Petitioner has the burden to establish proof of rehabilitation and to demonstrate good moral character at the hearing he requested. Fla. Admin. Code R. 61D-5.006(2). During the telephonic hearing, the Petitioner testified to the following:

- that he does not read or write very well and did not understand the application questions when asked to disclose of previous license suspensions;
- that he was under the impression that after five years certain matters did not have to be disclosed on the application;
- that he has been employed on race tracks since 1989, is all he knows, has a job pending at Calder Race Track and really needs to work;
- that other than a drug dependency, he has not caused problems on any race track and has been in and out of rehabilitation programs;
- that after completing rehabilitation programs in other jurisdiction his license had been reinstated;

- that he completed his last rehabilitation program in 2012 and is currently attending "AA" and "NA" meetings two to three times a week; and
- that he currently attends church at Calder Race track with the Chaplain.

8. I believe Petitioner was honest and forthcoming at the hearing. His overall demeanor left the impression that he is attempting to make a conscious, rehabilitative effort to address the behaviors that led to his disqualifying offenses, but additional time may be needed.

CONCLUSIONS OF LAW

The Division has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

Section 550.105(10), Florida Statutes, provides:

> Upon application for an occupational license, the division may require the applicant's full legal name; any alias, or maiden name for the applicant; name of the applicant's spouse; the applicant's date of birth, residence address, mailing address, residence address and business phone number, and social security number; disclosure of any felony or any conviction involving bookmaking, illegal gambling, or cruelty to animals; disclosure of any past or present enforcement or actions by any racing or gaming agency against the applicant; and any information the division determines is necessary to establish the identity of the applicant or to establish that the applicant is of good moral character. [Emphasis added.]

Section 550.105(5) (b), Florida Statutes, provides:

> 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; 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. [Emphasis added.]

Section 550.105(5) (d), Florida Statutes, provides:

> For purposes of this subsection, 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. [Emphasis added.]

9. Petitioner in his sworn testimony presented testimony indicating he has completed efforts at rehabilitation and was attending church with Calder Race Track Chaplain, Tom LA Pointe. When requested by the hearing officer to submit documentation from the chaplain corroborating his continued efforts at rehabilitation, the Petitioner failed to comply. Since Petitioner introduced no documentation in support of this important aspect of his testimony, I believe additional time is necessary to present corroborating persuasive evidence in the future of his successful rehabilitation.

10. The Petitioner did not submit a Proposed Recommended Order for the hearing officers' consideration.

RECOMMENDATION

WHEREFORE, based upon the Findings of Fact and Conclusions of Law, it is hereby recommended that the Division of Pari-Mutual Wagering, enter a Final Order that:

Petitioner's pari-mutuel occupational license and waiver application is DENIED, but WITHOUT PREJUIDICE to re-apply at such time that the Petitioner is able to provide documented evidence of completion of a substance abuse rehabilitation program that Petitioner has maintained his sobriety from substance abuse and alcohol abuse for a continuous period of one year from the date of the hearing and that Petitioner's prospects for long-term recovery are good. Upon such submission, the Division will re-evaluate *de novo* the Petitioner's eligibility for obtaining a pari-mutuel occupational license, which may or may not be subject to additional conditions; and further ordering that neither this denial, or the Division's March 22, 2013 denial

in Petitioner's case, be used as a sole basis, together or separately, to deny Petitioner a license or waiver in the future if he complies with the above requirements.

Respectfully submitted on this 15th day of October, 2013

J. Yvette Pressley

Yvette Pressley, Hearing Officer
Office of the General Counsel
Department of Business and
Professional Regulation
Northwood Centre
1940 N. Monroe Street
Tallahassee, FL 32399-2201

CERTIFICATE OF SERVICE & Certified

I hereby certify that a copy of the foregoing document has been provided by United States Mail to Petitioner Freddie Hughes, 10601 NW 17th Avenue, Apt. 107A, Miami, Florida 33147, this 16 day of October 2013.

Evette L. Proctor

Agency Clerk's Office

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the Department.

Cc:
Yvette Pressley, Deputy General Counsel/ Hearing Office
Charles "Chip" Collette, Assistant General Counsel/PMW

2013003055

EXHIBIT # 4
PAGE # 955 of 50

Florida Department of
Business & Professional
Regulation

Division of Pari-Mutuel Wagering
Leon M. Biegalski, Director

Ta
Phone: 850.

Ken Lawson, Secretary

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Evette Lawson-Proctor
Date 3/25/2013
File #

March 22, 2013

Mr. Freddie Hughes
10601 N.W. 17th Avenue, Apt. 107A
Miami, FL 33147

Dear Mr. Hughes:

This is to inform you that your application for a Pari-Mutuel Wagering occupational license and request for a waiver are denied in accordance with the provisions of Chapter 550, Florida Statutes, and the rules promulgated thereto. This Denial is based upon your: (1) September 9, 1988 verdict of adjudication withheld for Burglary (felony) and September 9, 1988 felony conviction for Grand Theft, both in Miami-Dade County, Florida; (2) September 7, 2007 felony conviction for Possession of Cocaine in Miami-Dade County, Florida; and (3) failure to disclose previous license suspensions, revocations, or denials in other racing jurisdictions on your application. These are disqualifying offenses under Sections 550.105(5)(a) and 559.791, Florida Statutes. A withheld adjudication of guilt is a conviction for pari-mutuel licensing under Section 550.105(5)(d), Florida Statutes. Review of your application and waiver package does not sufficiently establish rehabilitation and present good moral character. You are advised that you may not engage in any activity at any Florida Pari-Mutuel facility, which would require an occupational license.

Pursuant to Section 120.57, Florida Statutes, you may request a formal or informal hearing to challenge the Division's decision, within twenty-one (21) days of receipt of this Denial, as provided for in Chapter 28-106, Florida Administrative Code. If you request a formal hearing, you must specify each material fact contained in this Denial which you dispute.

At a formal hearing you will be entitled to respond, present evidence and argument on all issues involved, conduct cross-examination and submit rebuttal evidence, file exceptions to any order or hearing officer's recommended order, and be represented by counsel. Failure to allege a material fact in your petition will result in that petition being construed as a request for an informal hearing.

At an informal hearing you will be entitled to present written or oral evidence in accordance with Section 120.57(2), Florida Statutes. You must realize, however, that the facts as alleged in this Denial will be deemed admitted.

You will be notified by the Division of Pari-Mutuel Wagering of the time, date and place of said hearing, if requested.

EXHIBIT # 4
PAGE # 51

If you do not request a hearing within twenty-one (21) days of your receipt of this Denial, this Denial will become the Agency's Final Order. If this Denial becomes a Final Order, you will have thirty (30) days to file for an appeal pursuant to Section 120.68, Florida Statutes.

Dated this 22nd day of March, 2013.

Sincerely,

Leon M Biegalski

Leon M. Biegalski, Director
Division of Pari-Mutuel Wagering

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Letter of License Denial has been served upon Mr. Freddie Hughes, 10601 N.W. 17th Avenue, Apt. 107A, Miami, FL 33147, by U.S. Certified Mail, this 25 day of March, 2013.

Evette L. Proctor

Agency Clerk's Office
Department of Business and
Professional Regulation

Case No. 2013003055

EXHIBIT # 4
PAGE # 52

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Brandon Nichols
Date 8/21/2014
File # 2014-06238

STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULAT
DIVISION OF PARI-MUTUEL WAGERING

FREDDIE HUGHES,

Petitioner,

vs.

DBPR CASE NO. 2014024997

DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING ,

Respondent,

_____/

CONSENT ORDER

Petitioner, Freddie Hughes, and Respondent, State of Florida, Department of Business & Professional Regulation, Division of Pari-Mutuel Wagering (Division), hereby stipulate and agree to the following terms and issuance of this Consent Order.

1. January 19, 2013 Petitioner applied for a waiver, seeking a pari-mutuel wagering license as a horse groom at Calder Race Course, Miami Gardens FL.

2. Subesquent to a June 5, 2013 hearing before the Department's Hearing Officer, Petitioner's January 19, 2013 request for a waiver was DENIED by Final Order dated December 3, 2013, but WITHOUT PREJUDICE to re-apply.

3. Under the terms of the Final Order, the Division "will re-evaluate *de novo* the Petitioner's eligibility for [an] occupational license, which may or may not be subject to additional conditions." Final Order, page 2.

4. Petitioner admits to and stipulates to all the Findings of Fact in Case No. 2013003055.

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5. Petitioner has rehabilitated himself and renews his request for a waiver, allowing him to hold a pari-mutual wagering occupational license as a horse groom.

6. Petitioner possesses approximately 20 years racetrack experience in multiple jurisdictions. He currently has a job offer at a Florida racetrack pending resolution of his occupational licensure. Petitioner attends Alcoholics Anonymous meeting at least three times weekly, has submitted to regular urinalysis at least three times weekly since June 2013, has had no positives from drug analysis of his urine samples, and is counseled on a regular basis by Calder Race Course Chaplain Tom Lapointe.

7. Petitioner is in full compliance with the law and has used the time subsequent to the December 3, 2013 Final Order to exert maximum efforts to address the behaviors that led to his disqualifying offenses. Based on the evidence and statutes, Petitioner has met all other requirements for licensure pursuant to Chapter 550, Florida Statutes.

STIPULATED TERMS

WHEREAS the parties desire to resolve this matter, the following terms are stipulated:

8. The Division has jurisdiction over this matter and the parties.

9. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by Consent Order.

10. Each party has entered into the terms of this Consent Order voluntarily. The Petitioner is aware that he is entitled to the advice of counsel. The Petitioner has either sought the advice of counsel or by execution of this Consent Order is knowingly waiving the opportunity to seek advice of counsel. The Petitioner acknowledges that the Division has not made any promise nor has it in any other way encouraged the Petitioner to enter into this Consent Order without the advice of counsel.

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11. This Consent Order is enforceable under Section 120.69, Florida Statutes, and Chapters 550 and 559, Florida Statutes, as final agency action.

12. Each party shall bear its own costs and legal fees related to this matter, and no financial claim shall be made against the Division in or arising from this matter.

13. The Petitioner and the Division acknowledge and agree that this Consent Order and contained stipulation constitute the Final Order of the Division respecting the matter set forth above and that further administrative and judicial review is hereby waived by both parties.

14. The Division hereby agrees to issue a pari-mutuel occupational license to Petitioner, subject to all provisions and conditions of Chapter 550, Florida Statutes, and the rules promulgated thereunder.

15. As a term of this Consent Order, Petitioner hereby voluntarily agrees to be subject to the rule set out below, even though he is not a cardroom employee or applying for a cardroom occupational license, and agrees to notify the Division in writing of his arrest within 5 days of any arrest. Rule 61D-11.011, F.A.C. The rule provides,

> 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.

16. Petitioner further agrees to notify the Division in writing within 5 days if he tests positive for drugs on any urinalysis test in the State of Florida.

17. The Petitioner hereby agrees the Division will immediately suspend his license under this Consent Order if Petitioner violates any provision of this Consent Order, and further agrees his license under this Consent Order shall remain suspended pending the outcome of the criminal arrest

EXHIBIT # 4
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as in paragraph 15, or written agreement of the parties amending this Consent Order regarding a positive urinalysis. See paragraph 6, above.

18. It is expressly understood that this Consent Order is subject to the approval of the Director of the Division of Pari-Mutuel Wagering (Director). In this regard, the Consent Order shall have no force and effect unless this Consent Order, incorporating the Stipulated Terms of this Consent Order, is signed by both parties. Petitioner must sign before a Notary Public first, and then mail the partially-completed Consent Order to the Department, for consideration by the Director, who in his exclusive discretion may sign the Consent Order. If this Consent Order is rejected, no statement made in furtherance of this Consent Order by the Petitioner may be used as direct evidence against the Petitioner in any proceeding. If this Consent Order is rejected, it has no force or effect as to Case No. 2013003055.

19. Petitioner and the Department fully understand that this Consent Order will in no way preclude proceedings by the Division against Petitioner for acts or omissions not specifically set forth in an Administrative Complaint against Petitioner in any other DBPR case.

20. Upon the Division's adoption of this Consent Order, Petitioner expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order. Upon the Division's adoption of this Consent Order, Petitioner waives the right to seek any attorney's fees or costs from the Department in connection with this proceeding.

21. This Consent Order is executed by both parties for the purpose of avoiding further administrative action with respect to this cause. In this regard, Petitioner authorizes the Director to review and examine all investigative file materials concerning Petitioner prior to or in conjunction with consideration of the Consent Order. Should this joint Consent Order not be accepted by the Director, it is agreed that presentation to and consideration of this Consent Order and other documents

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and matters by the Director shall not unfairly or illegally prejudice the Director from further participation, consideration, or resolution of these proceedings.

Petitioner FREDDIE HUGHES, herby agrees and consents to the terms and conditions of this Consent Order this 14 day of August, 2014.

Freddie Hughes
FREDDIE HUGHES
Petitioner

STATE OF FLORIDA,
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 14 day of August, 2014, by FREDDIE HUGHES, who is personally known to me or who produced the following as identification: FL Driver License [redacted]

ADALBERTO GRIMALDI
MY COMMISSION # FF 025415
EXPIRES: June 21, 2017
Bonded Thru Budget Notary Services

Notary Public
My Commission Expires: 6/21/2017

APPROVED this 20th day of August, 20__.

Jonathan R. Zachem
Chief Attorney
Division of Pari-Mutuel Wagering
Florida Bar Number: 0083617
Department of Business and
Professional Regulation
Northwood Centre
1940 North Monroe Street
Tallahassee, FL 32399-2202

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ORDER

IT IS HEREBY ORDERED THAT:

The foregoing paragraphs of the Consent Order shall constitute the agreed resolution of this matter and the Final Order of the Division in Case No. 2014024997, upon filing with the DBPR Agency Clerk.

DONE AND ORDERED this 20th day of AUGUST 2014, in DBPR offices in Tallahassee, Florida.

Leon M Biegalski

LEON BIEGALSKI
Director
Division of Pari-Mutuel Wagering
Department of Business & Professional Regulation
1940 North Monroe Street
Tallahassee, Florida 32399-2202

CERTIFICATE OF SERVICE

I hereby certify this 21st day of August, 2014, that a true copy of the foregoing has been furnished by U.S. mail to:

FREDDIE HUGHES
% His Place Ministries
7020 Pine Blvd.
Pembroke Pines, Florida 33024

Brenda M. Nichols

EXHIBIT # 4
PAGE # 58

for: AGENCY CLERK
Department of Business & Professional Regulation

Copies Finished to:

Office of Operations/Licensing Section
Office of Investigations

Chip Collette, Assistant General Counsel

EXHIBIT # 4
PAGE # 59

FILED
Department of Business and Professional Regulation
AGENCY CLERK
CLERK Ronda L. Bryan
Date 1/10/2018
File # 2018-00179

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATI
DIVISION OF PARI-MUTUEL WAGERING

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

DBPR CASE NO. 2017-042629

FREDDIE HUGHES,

Respondent.

FINAL ORDER

The Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("the Division"), hereby enters this Final Order in the above-styled matter. On December 21, 2017, Alison Parker, designated Hearing Officer for the Division, issued the Recommended Order in this matter. That Recommended Order is attached to the Final Order and incorporated herein by reference.

FINDINGS OF FACT

The Findings of Fact contained in the Recommended Order are hereby adopted as the Findings of Fact of the Division.

CONCLUSIONS OF LAW

The Conclusions of Law contained in the Recommended Order are hereby adopted as the Conclusions of Law of the Division.

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ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law adopted from the Recommended Order entered by the Division's designated Hearing Officer, it is hereby ORDERED that:

1. Respondent's Pari-Mutuel Wagering General Individual Occupational License, number 435685-1022 is hereby REVOKED.

2. This Final Order shall become effective on the date of filing with the Agency Clerk of the Department of Business and Professional Regulation.

DONE AND ORDERED this 9th day of January, 2018, in Tallahassee, Florida.

ROBERT EHRHARDT, DIRECTOR
Division of Pari-Mutuel Wagering
Dept. of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32399-2202

NOTICE OF RIGHT TO APPEAL

Any party to this proceeding has the right to seek its judicial review under section 120.68, Florida Statutes, by the filing of an original notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Agency Clerk, 2601 Blair Stone Road, Mail Stop G3, Tallahassee, Florida 32399-2203 (email: agc.filing@myfloridalicense.com), and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate Florida district court of appeal. The notice of appeal must be filed (received) in the Office of the Agency Clerk within thirty (30) days after the date this Order is filed with the Clerk.

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CERTIFICATE OF SERVICE

I hereby certify this 10th day of January, 2018, that a true copy of the foregoing "Final Order" has been provided by regular U.S. Mail to:

Freddie Hughes
6520 Mayo Street
Hollywood, Florida 33023

AGENCY CLERK'S OFFICE
Department of Business and Professional Regulation

Cc:

Keneidra Williams, AAIII OGC
Keneidra.Williams@myfloridalicense.com
Deborah Matthews, AAII OGC/PMW
Deborah.Matthews@myfloridalicense.com

EXHIBIT # 4
PAGE # 62

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Elvette Lawson-Proctor
Date 12/21/2017
File #

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

DBPR Case No. 2017-042629

v.

FREDDIE HUGHES,

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before Alison Parker, designated Hearing Officer for the Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("Petitioner" or "Division"), on November 9, 2017, in Tallahassee, Florida, in accordance with the provisions of section 120.57(2), Florida Statutes, for consideration of the Division's Administrative Complaint issued against Freddie Hughes ("Respondent"), in DBPR Case No. 2017-042629. The Division was represented by James A. Lewis, Assistant General Counsel. Respondent appeared *pro se* by telephone. Both sides were allowed to present witnesses, offer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On September 25, 2017, Petitioner filed a two-count Administrative Complaint against the Respondent, alleging he violated rule 61D-11.011, Florida Administrative Code, by failing to timely provide written notice to the Division of his arrests, occurring on October 24, 2015 and September 15, 2017 ("the Administrative Complaint").

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2. Ordinarily, Respondent would not be imposed with the obligation to inform the Division of an arrest by virtue of holding a pari-mutuel wagering general occupational license. However, on August 21, 2014, Respondent stipulated to the aforementioned condition in exchange for the Division granting him an occupational license.

3. On November 9, 2017, an informal hearing was held pursuant to section 120.57(2), Florida Statutes.

FINDINGS OF FACT

1. At all times material to the Administrative Complaint, Respondent was licensed in the state of Florida with a pari-mutuel wagering general occupational license, having been issued license number 435685-1022 by the Division ("Respondent's occupational license").

2. On August 21, 2014, Respondent and the Division entered into a Consent Order in resolution of DBPR Case No. 2014-024997 ("the Consent Order").

3. Pursuant to the terms of the Consent Order, in exchange for receiving an occupational license, Respondent agreed to "be subject to [rule 61D-11.011, Florida Administrative Code], even though he is not a cardroom employee or applying for a cardroom occupational license, and agrees to notify the Division in writing of his arrest within 5 days of any arrest." *See* ¶ #15 of the Consent Order.

4. On or about October 24, 2015, Respondent was arrested and charged with Possession of Cocaine and Possession of Cannabis/20 Grams or Less in the Circuit Court In and For Broward County, Florida ("Respondent's first arrest").

5. Respondent failed to timely provide the Division written notice of Respondent's first arrest.

6. On or about September 15, 2017, Respondent was arrested on suspicion of Driving Under the Influence and Driving Under the Influence with Damage to Property or Person in

EXHIBIT # 4
PAGE # 4

the County Court In and For Broward County, Florida ("Respondent's second arrest" together "Respondent's arrests").

7. Respondent failed to timely provide the Division written notice of Respondent's second arrest.

8. Paragraph 5 of the Consent Order indicates that Respondent has rehabilitated himself. Paragraph 7 indicates that Petitioner's rehabilitation was the only prerequisite necessary to be demonstrated to be granted an occupational license by the Division.

9. Conversely, Respondent's candid testimony at the informal hearing indicated that that he: (1) still struggles with issues pertaining to substance abuse; (2) still attends parties despite his susceptibility to issues relating substance abuse; and (3) has minimal or no individuals that he trusts to assist him with staying sober.

10. Additionally, Respondent testified that he does not know how to escape the negative people in his life that bring these illicit substances into his orbit.

11. Similarly, Respondent admitted to having participated in drug use when others around him were partaking.

CONCLUSIONS OF LAW

12. The Department of Business and Professional Regulation has jurisdiction over this matter pursuant to chapters 120, 550, and section 849.086, Florida Statutes.

13. Executive agencies may exercise discretion in maintaining compliance under the statutes it is tasked with administering, provided that the discipline sought is permissible under its statutory framework. *Fla. Real Estate Com v. Webb*, 367 So. 2d 201, 203 (Fla. 1978). The Division is afforded further deference in exercising control of the pari-mutuel wagering industry. See *Rodriguez v. Jones*, 64 So. 2d 278 (Fla. 1953) (citing *Hialeah Race Course, Inc. v. Gulfstream Park Racing Ass'n*, 37 So. 2d 692 (Fla. 1948)).

EXHIBIT # 4
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14. Rule 61D-11.011, Florida Admininistrative Code, provides in full:

> 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.

15. As mitigation, Petitioner seemingly offered that he still attends Alcoholics Anonymous meetings. However, Respondent seems unwilling or unable to escape the negative influences that continue to drag him downward. He testified that friends and family leave behind illicit drugs and materials in his automobile, but he does not have a solution from negating this problem, and thus it appears he will continue to be in the presence of drugs and other illegal substances.

AGGRAVATION

16. Respondent was required to inform the Division of any arrest pursuant to the terms of the Consent Order. Both arrests are considered in aggravation because both were premised on the use of illicit drugs and/or allegations of substance abuse. Signing a Consent Order is not a passive exercise. By signing this document, an applicant is a) ratifying its contents; and b) agreeing to the terms and provisions contained within. Respondent had actual knowledge of his duty to report as this promise allowed him to receive his license initially.

17. It is a reasonable inference that the Division included the obligation that Respondent be bound by rule 61D-11.011, Florida Administrative Code, because of the concern that Respondent may consequently exhibit delcterious behavior(s) associated with substance abuse. Not only was this concern justified, it was substantiated twice.

18. Section 550.105(5)(b), Florida Statutes, authorizes the Division to "deny, suspend, revoke, or declare ineligible any occupational license if the applicant for or holder thereof

EXHIBIT # 4
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has violated the provisions of this chapter or the rules of the division governing the conduct of persons connected with racetracks or frontons."

19. Consequently, Respondent's license is subject to revocation under section 550.0251(10), Florida Statutes, by virtue of his two (2) violations of rule 61D-11.011, Florida Administrative Code.

20. There is competent substantial evidence to support the Division's proposed conclusions of law.

RECOMMENDATION

Based upon the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Department of Business and Professional Regulation enter a Final Order: REVOKING Respondent's occupational license, without prejudice for reapplication of a pari-mutuel wagering license in the future.

Respectfully submitted this 20th day of December, 2017.

Alison Parker, Hearing Officer
Office of the General Counsel
Department of Business and
Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399-2202

EXHIBIT # 4
PAGE # 5

CERTIFICATE OF SERVICE

I hereby certify this 21 day of December 2017 that a true copy of the foregoing" has been provided by Certified U.S. mail to:

Freddie Hughes
6520 Mayo Street
Hollywood, Florida 33023

Lovette L. Proctor
Office of the Agency Clerk

Cc:
Alison Parker, Informal Hearing Officer
James A. Lewis, Assistant General Counsel

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to the Recommended Order should be filed with the Department.

EXHIBIT # 4
PAGE # 68

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Evette Lawson-Proctor
Date 9/25/2017
File #

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATI
DIVISION OF PARI-MUTUEL WAGERING

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

DBPR Case No. 2017-042629

FREDDIE HUGHES,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("Petitioner" or "Division"), files this Administrative Complaint against Freddie Hughes ("Respondent") and alleges:

1. The Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to chapter 550 and section 849.086, Florida Statutes.

2. At all times material hereto, Respondent was licensed in the state of Florida with a Pari-Mutuel Wagering General Individual Occupational License, having been issued license number 435685-1022, by the Division.

3. On August 21, 2014, Petitioner and Respondent executed a Consent Order in resolution of DBPR Case No. 2014-024997 ("the Consent Order").

4. Paragraph 15 of the Consent Order stipulated that "Petitioner hereby voluntarily agrees to be subject to [rule 61D-11.011, Florida Administrative Code], even though he is not a cardroom employee or applying for a cardroom occupational license, and agrees to notify the

EXHIBIT # 4
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Division in writing of his arrest within 5 days of any arrest." A true copy of the Consent Order is hereby attached as Exhibit "A" and incorporated by reference.

5. On or about October 24, 2015, Respondent was arrested and charged with Possession of Cocaine and Possession of Cannabis/20 Grams or Less in the Circuit Court In and For Broward County, Florida ("Respondent's first arrest").

6. Respondent failed to provide written notice to the Division within five days of Respondent's first arrest.

7. On or about September 15, 2017, Respondent was arrested on suspicion of Driving Under the Influence and Driving Under the Influence with Damage to Property or Person in the County Court In and For Broward County, Florida ("Respondent's second arrest").

8. Respondent failed to provide written notice to the Division within five days of Respondent's second arrest.

9. Rule 61D-11.011, Florida Administrative Code, provides in full:

> 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.

10. Pursuant to section 849.086(6)(f), Florida Statutes, "[t]he division shall adopt rules regarding cardroom occupational licenses. The provisions specified in s. 550.105(4), (5), (6), (7), (8), and (10) relating to licensure shall be applicable to cardroom occupational licenses."

11. Section 550.105(5)(b), Florida Statutes, authorizes the Division to "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 division governing the conduct of persons connected with racetracks and frontons."

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12. Section 550.0251(10), Florida Statutes, states:

> The division 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.

COUNT I

13. Petitioner realleges and incorporates the allegations contained in paragraphs one through twelve as though fully set forth herein.

14. Based on the foregoing, Respondent is subject to discipline under section 550.105(5)(b), Florida Statutes, pursuant to the Consent Order, by failing to provide written notification to the Division within five days of Respondent's first arrest in violation of rule 61D-11.011, Florida Administrative Code.

COUNT II

15. Petitioner realleges and incorporates the allegations contained in paragraphs one through twelve as though fully set forth herein.

16. Based upon the foregoing, Respondent is subject to discipline under section 550.105(5)(b), Florida Statutes, pursuant to the Consent Order, by failing to provide written notification to the Division within five days of Respondent's second arrest in violation of rule 61D-11.011, Florida Administrative Code.

WHEREFORE, Petitioner respectfully requests the Division enter an Order imposing any or all penalties delineated within section 550.0251, Florida Statutes, and/or any other relief that the Division is authorized to impose pursuant to chapter 550 and/or section 849.086, Florida Statutes, and/or the rules promulgated thereunder.

EXHIBIT # 4
PAGE # 7

Signed this 21st day of September, 2017.

/s/ Louis Trombetta

LOUIS TROMBETTA
Chief Attorney
Florida Bar No. 108119
Department of Business and
Professional Regulation
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Mail Stop N21
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1768
Facsimile: (850) 921-1311
Louis.Trombetta@myfloridalicense.com

NOTICE OF RIGHTS

Please be advised that within twenty-one (21) days of your receipt of this administrative complaint you have the right to request an administrative hearing. Any such hearing would be conducted in accordance with the provisions of sections 120.569 and 120.57, Florida Statutes, and you would have the right to be represented by counsel or other qualified representative, to call and examine witnesses, and to have subpoenas issued on your behalf. However, if you do not file (i.e., we do not receive) your request for hearing within the twenty-one (21) days, you will have waived your right to any hearing.

Please also be advised that mediation is not available in this matter.

EXHIBIT # 4
PAGE # 12

FILED
Department of Business and Professional Regulation
AGENCY CLERK
CLERK Ronda L. Bryan
Date 4/2/2020
File # 2020-02488

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

FREDDIE HUGHES,

Petitioner,

v.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING,

DBPR CASE NO.: 2019-060725

Respondent.
_____/

FINAL ORDER

The Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("Division"), hereby enters this Final Order for the above styled matter. On February 21, 2020, Alison Parker, Hearing Officer for the Department, issued the Recommended Order in this matter. That Recommended Order is attached to the Final Order and incorporated herein by reference.

FINDINGS OF FACT

The Findings of Fact contained in the Recommended Order are hereby adopted as the Findings of Fact of the Division.

CONCLUSIONS OF LAW

The Conclusions of Law contained in the Recommended Order are hereby adopted as the Conclusions of Law of the Division.

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ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law adopted from the Recommended Order of the Department's Informal Hearing, it is hereby ORDERED that:

1) Petitioner's application for a Pari-Mutuel Wagering General Individual Occupational License is DENIED without prejudice to Petitioner again seeking a Pari-Mutuel Wagering Occupational License in the future.

2) This Final Order shall become effective on the date of filing with the Agency Clerk of the Department of Business and Professional Regulation.

This Final Order in DBPR Case Number 2019-060725 is DONE AND ORDERED this 24 day of March, 2020, in Tallahassee, Florida.

LOUIS TROMBETTA, DIRECTOR
Division of Pari-Mutuel Wagering
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32399-1035

EXHIBIT # 4
PAGE # 14

CERTIFICATE OF SERVICE

I HEREBY CERTIFY this 2nd day of April 2020, that a true and correct copy of the foregoing Final Order has been provided by regular U.S. mail to:

Freddie Hughes
P.O. Box 246421
Hollywood, Florida 33024

Ronda L Bryan

AGENCY CLERK'S OFFICE
Department of Business and Professional Regulation

NOTICE OF RIGHT TO APPEAL UNLESS WAIVED

A party who is adversely affected by this Final Oder is entitled to judicial review pursuant to section 120.68, Florida Statutes. Review Proceedings are governed by Rules 9 110 and 9 190, Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the Department of Business and Professional Regulation, Attn: Ronda L Bryan, Agency Clerk, 2601 Blair Stone Road, Tallahassee, Florida 32399 (agc.filing@myfloridalicense.com) and a second copy, accompanied by filing fees prescribed by law, with the District Court of Appeal, First District, or with the District Court of Appeal in the Florida Appellate District where the Party Resides. The Notice of Appeal must be filed within thirty (30) Days of Rendition of the Order to be reviewed.

EXHIBIT # 4
PAGE # 75

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Evelia Lawson-Proctor
Date 2/24/2020
File #

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

FREDDIE HUGHES,

Petitioner,

v.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING,

DBPR Case No.: 2019-060725

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before Alison A. Parker, designated Hearing Officer for the Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("Respondent"), on February 5, 2020, in Tallahassee, Florida, in accordance with the provisions of sections 120.569 and 120.57(2), Florida Statutes, for consideration of the Division's Letter of License Denial issued against Freddie Hughes ("Petitioner"), in DBPR Case Number 2019-060725. The Respondent was represented by Mike Gordon, Assistant General Counsel. Petitioner appeared *pro se* via telephone. Both parties were allowed to call witnesses, present evidence, and otherwise fully participate in the hearing.

ADMINISTRATIVE HISTORY

1. On December 10, 2019, Respondent issued a Letter of License Denial addressed to Petitioner, informing him of the Respondent's denial of Petitioner's application for a Pari-mutuel Wagering General Individual Occupational License ("Letter of License Denial"). The Letter of License Denial indicated Petitioner was denied based on the following:

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a. 1/10/2018 - Revocation of Pari-Mutuel Wagering General Individual Occupational License, number 435685-1022 by the Final Order entered in DBPR Case Number 2017-042629 issued by the Florida Division of Pari-Mutuel Wagering.

b. 9/15/2017 - Violation of Rule 61D-11.011, *Florida Administrative Code*, as imposed by Consent Order signed with the Florida Division of Pari-Mutuel Wagering on August 21, 2014, in DBPR Case Number 2014-024997.

2. On or about January 13, 2020, Respondent received a letter from Petitioner in which he requested an informal hearing.

3. At the informal hearing convened on February 5, 2020, Respondent presented the allegations contained in the Letter of License Denial and cited Petitioner's request for an informal hearing, whereupon the Hearing Officer granted Respondent's motion to accept the findings of fact in the Letter of License Denial as the undisputed facts in the case and enter Respondent's investigative report into the record. Petitioner then presented his case, which was considered in this Proposed Recommended Order.

4. References to Respondent's investigative report entered into the record will state: Resp. Ex. #, p. #.

FINDINGS OF FACT

The Application Process

5. On November 18, 2019, Petitioner submitted a "DBPR PMW-3120 – Individual Occupational License Application," whereby seeking a Pari-Mutuel Wagering General Individual Occupational License to be employed as a Groomer for Percilla Nicholls ("Petitioner's application"). Resp. Ex. 1, p. 1.

6. On Petitioner's original application, Petitioner did not disclose that he had five felony convictions. Resp. Ex. 1, p. 3.

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7. On Petitioner's original application, Petitioner did not disclose that he had his prior Pari-Mutuel Wagering General Individual Occupational License, number 435685 revoked on January 10, 2018.

8. On December 5, 2019, Petitioner was deemed not eligible for a waiver pursuant to Rule 61D-5.006(2), *Florida Administrative Code*.

9. On December 10, 2019, Respondent issued a Letter of License Denial addressed to Petitioner, informing him of Respondent's denial of Petitioner's application for Pari-Mutuel Wagering General Individual Occupational License. The Letter of License Denial indicated Petitioner was denied based on the following:

a. 1/10/2018- Revocation of Pari-Mutuel Wagering General Individual Occupational License, number 435685-1022 by the Final Order entered in DBPR Case Number 2017-042629 issued by the Florida Division of Pari-Mutuel Wagering.

b. 9/15/2017- Violation of Rule 61D-11.011, *Florida Administrative Code*, as imposed by Consent Order signed with the Florida Division of Pari-Mutuel Wagering on August 21, 2014, in DBPR Case Number 2014-024997.

The Informal Hearing

10. During the informal hearing held on February 5, 2020, Petitioner presented testimony expressing remorse for his convictions, the underlying crimes, and for not abiding by a Consent Order signed with the Florida Division of Pari-Mutuel Wagering on August 21, 2014, in DBPR Case Number 2014-024997.

11. Additionally, Petitioner stated he has been working with horses for over 30 years, which eases his dyslexia, and makes him feel worthy of love.

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12. Petitioner testified that he was trying or had tried to get one or more of the underlying criminal charges expunged, but that he ran into difficulty when his 2017 criminal charge caused him to violate his probation on the 2015 criminal charge.

13. Petitioner provided testimony regarding his criminal background:

a. The DUI Charge: When the material facts transpired, Respondent stated that he had consumed one beer, but not enough for this to make his blood alcohol level above the legal limit. He clarified that his Xanax prescription caused him to be charged with Driving Under the Influence.

b. Subsequently, this caused the police chief to kick him out of the guest house where he had been staying, trying to rehabilitate his life.

c. He avowed that he does not go searching for trouble intentionally, but that he still finds himself in these unfortunate predicaments.

14. Currently, Petitioner testified that he has been working hard, staying out of trouble, and attending a local church.

Ultimate Findings of Fact

15. Petitioner applied for a Pari-Mutuel Wagering General Occupational License. See Letter of License Denial at 1. Petitioner's application was denied based upon Petitioner's revocation of his prior Pari-Mutuel Wagering General Individual Occupational License and a violation of a Consent Order signed with Respondent. Id. Accordingly, Petitioner elected for an informal hearing under sections 120.569 and 120.57(2), Florida Statutes, to demonstrate his good moral character and rehabilitation.

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16. Based on the totality of the evidence presented, Petitioner failed to demonstrate good moral character and/or that he has been rehabilitated from his revocation of his license and breaking the agreement he had with Respondent.

17. There is competent substantial evidence to support the foregoing Findings of Fact.

CONCLUSIONS OF LAW

18. The Respondent has jurisdiction over this matter pursuant to chapters 120 and 550, Florida Statutes.

19. Respondent is the entity charged with regulating a traditionally disfavored industry within Florida. See generally chapter 550, Florida Statutes; Div. of Pari-Mutuel Wagering, Dep't of Bus. Reg. v. Fla. Horse Council, Inc., 464 So. 2d 128, 130 (Fla. 1985) ("[t]his Court long ago recognized the intrinsically problematic character of gambling and horse racing and the state's right to strictly control it.") (citing Hialeah Race Course, Inc. v. Gulfstream Park Racing Ass'n, Inc., 37 So. 2d 692, 694. (Fla. 1948)).

20. As such, the legislature has authorized the Division to employ its discretion in regulating occupational licenses in the pari-mutuel industry.

Section 550.105(5)(b), Florida Statutes, provides in pertinent part:

> [T]he 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; 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 559.791, Florida Statutes, provides as follows:

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> Any license issued by the Department of Business and Professional Regulation which is issued or renewed in response to an application upon which the person signing under oath or affirmation has falsely sworn to a material statement, including, but not limited to, the names and addresses of the owners or managers of the licensee or applicant, shall be subject to denial of the application or suspension or revocation of the license, and the person falsely swearing shall be subject to any other penalties provided by law.

22. Based upon Petitioner's felony convictions, Respondent properly denied Petitioner's application.

23. However, section 550.105(5)(c), Florida Statutes further provides:

> If the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the division.

24. Likewise, Rule 61D-5.006(1) and (2), *Florida Administrative Code*, which enumerates the necessary prerequisites for Petitioner to receive a waiver of his disqualifying convictions, states "[a]ny applicant for an occupational license who is subject to denial on the basis of a criminal conviction or discipline by any racing jurisdiction may seek a waiver from the division director... [t]he applicant shall establish proof of rehabilitation and demonstrate good moral character."

25. In a proceeding determining eligibility for an occupational license, the burden to demonstrate such is on the applicant. See, e.g., Dep't of Banking & Finance, Div. of Securities & Investor Protection v. Osborne, 670 So. 2d 932, 934 (Fla. 1996) ("...an applicant for licensure bears the burden of ultimate persuasion at each and every step of the licensure proceedings, regardless of which party bears the burden of presenting certain evidence...an agency has particularly broad discretion in determining the fitness of applicants who seek to engage in an

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occupation the conduct of which is a privilege rather than a right."); Cohen v. Dep't of Bus. Regulation, Div. Pari-Mutuel Wagering, 584 So. 2d 1083, 1086 (Fla. 1st DCA 1991) (receiving a pari-mutuel occupational license is a privilege and not a right).

26. The applicant must demonstrate his eligibility to a license by a preponderance of the evidence. See generally M.H. v. Dep't of Child. & Fam. Servs., 977 So. 2d 755, 762 (Fla. 2d DCA 2008); Gross v. Lyons, 763 So. 2d 276, 289 n.1 (Fla. 2000) (defining preponderance of the evidence) (further citations omitted).

27. Courts have recognized the state's power in exercising careful discretion in issuing licenses. Astral Liquors, Inc. v. Department of Business Regulation, 463 So. 2d 1130 (Fla. 1985). Courts have further acknowledged that the state may exercise stricter and greater control in its regulatory power over the pari-mutuel industry. Hialeah 37 So. 2d at 694. (Fla. 1948); accord Rodriguez v. Jones, 64 So. 2d 278, 179 (Fla. 1953). Such discretion, however, must be employed reasonably. B.J. v. Dep't of Child. & Fam. Servs., 983 So. 2d 11, 13 (Fla. 1st DCA 2008).

28. Needless to say, the hearing officer may accept or reject any witness's testimony, in full or in part. E.g., Strickland v. Fla. A&M Univ., 799 So. 2d 276, 278 (Fla. 1st DCA 2001).

29. Petitioner's love and care for horses is not in dispute. However, the crimes are quite recent. While his strides toward lawful compliance are certainly laudatory, the past crimes and pari-mutuel industry violations are strong enough that he has not yet demonstrated rehabilitation.

30. Given strict nature of the pari-mutuel industry and the concerns articulated pertaining to Petitioner's credibility, Petitioner failed to meet his burden of proof of demonstrating good moral character and/or that he had been rehabilitated from his prior

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convictions, to establish a basis for the Respondent to waive the disqualifying offenses and issue him a license.

31. There is competent substantial evidence to support the foregoing Conclusions of Law.

RECOMMENDATION

Based upon the foregoing Findings of Fact and Conclusions of Law, it is:

RECOMMENDED that the Department of Business and Professional Regulation enter a Final Order:

DENYING Petitioner's application for a Pari-Mutuel Wagering General Individual Occupational License, without prejudice to Petitioner again seeking a Pari-Mutuel Wagering Occupational License in the future.

Respectfully submitted this 21st day of February 2020.

Alison A. Parker, Hearing Officer
Department of Business and
Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399-2202

[CERTIFICATE OF SERVICE ON FOLLOWING PAGE]

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CERTIFICATE OF SERVICE

I hereby certify this 24 day of February, 2020, that a true copy of the foregoing has been provided by mail to:

Freddie Hughes
P.O. Box 246421
Hollywood, Florida 33024

Loretta L. Proctor
AGENCY CLERK'S OFFICE

Cc:
Alison Parker, Informal Hearing Officer
Mike Gordon, Assistant General Counsel

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Florida dbpr Department of Business & Professional Regulation

Div
Tall
Phone 850 4

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Evelle Lawson-Proctor
Date 12/11/2019
File #

Halsey Beshears, Secretary

Ron DeSantis, Governor

December 10, 2019

Mr Freddie Hughes
6520 Mayo Street
Hollywood, Florida 33023

Letter of License Denial

Dear Mr Hughes·

This Letter of License Denial ("Denial") serves to inform you that your application for a Pari-Mutuel Wagering General Individual Occupational License is denied in accordance with the provisions of chapter 550, Florida Statutes, and the rules promulgated thereto. This Denial is based upon the following:

1. 01/10/2018 – Revocation of Pari-Mutuel Wagering General Individual Occupational License, number 435685-1022 by the Final Order entered in DBPR Case Number 2017-042629 issued by the Florida Division of Pari-Mutuel Wagering; and

2. 09/15/2017 – Violation of Rule 61D-11.011, Florida Administrative Code, as imposed by Consent Order signed with the Florida Division of Pari-Mutuel Wagering on August 21, 2014, in DBPR Case Number 2014-024997.

These are disqualifying offenses under section 550.105(5), Florida Statutes.

You are advised you may not work in any position requiring licensure or be within a restricted area at a pari-mutuel facility without an appropriate valid occupational license.

Pursuant to section 120 57. Florida Statutes, you may request a hearing to challenge the Division's decision within twenty-one (21) days of receipt of this Denial, as provided for in rule 28-106, Florida Administrative Code. and the attached Notice of Rights.

If you do not request a hearing within twenty-one (21) days of your receipt of this Denial, this Denial will become the Agency's Final Order. If this Denial becomes a Final Order, you will have 30 days to file for an appeal pursuant to section 120.68, Florida Statutes.

Sincerely,

Louis Trombetta, Director
Division of Pari-Mutuel Wagering

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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: kmelendez

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**90 Closed**	Status Date	**09/20/2013**
Complaint #	**2013003055**	Case Type	**CMP - Complaint**	Disposition	**60 Final Order**	Disposition Date	**11/26/2013**
Docket#		Respondent	**HUGHES, FREDDIE**	Responsible	**rmcnelis - MCNELIS, RICHARD**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	**2**
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**01/19/2013**
Region	**SR - Southern Region**	Received	**01/24/2013**
Reference			
Entered	**01/24/2013**	Entered By	

Summary: **12/3/13 - Final Order issued: Petitioner's pari-mutuel occupational license and waiver application is denied, but without prejudice to re-apply. 3/25/13 Application for a pmw occupational license and request for waiver denied. 325 - Calder Race Course, Inc. 01/28/2013 - Conducted CCIS and ARCI searches for applicant. 02/11/2013 - Further research into dispositions for felony convictions. 02/19/2013 - Conducted waiver interview with applicant. Applicant stated that he had been licensed in multiple states. ARCI check returned no results for any prior licenses. 02/20/2013 - Applicant stated that he had been licensed in NY, NJ, PA, FL, OH, and KY. Retrieved contact phone and fax numbers for each state's racing commission agencies to request licensing information for applicant Hughes. 02/25/2013 - Case submitted for approval.**

Updated **12/06/2013 07:57:58** By **jpouncey**

☐ Parties ☑ Activities

☑ Allegations ☑ Discipline

☑ Violations ☐ Compliance

☑ Related ☑ Disposition

☐ Inspection

☐ Costs

☐ Time Tracking Auto Assign

☐ Attachments History

☐ Work Notes Print Report

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Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**90 Closed**	Status Date	**10/22/2014**
Complaint #	**2014024997**	Case Type	**CMP - Complaint**	Disposition	**CNSO Consent Order**	Disposition Date	**08/21/2014**
Docket#		Respondent	**HUGHES, FREDDIE**	Responsible	**tfrederick - DAVIES, TATIANA**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	**2**
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**06/11/2014**
Region	**SR - Southern Region**	Received	**06/13/2014**
Reference			
Entered	**06/13/2014**	Entered By	**mjeanpierr**
Summary	**8/21/14 - Consent Order issued: The Division herby agrees to issue a pmw occupational license to Petitioner, subject to all provisions and conditions of Chapter 550, Florida Statutes. 321 - Gulfstream Park Racing Assoc., Inc.**		
Updated	**10/28/2014 16:59:50**	By	**lmuniz**

☐ Parties ☑ Activities
☐ Allegations ☐ Discipline
☑ Violations ☐ Compliance
☑ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☑ Work Notes Print Report

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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: kmelendez

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**90 Closed**	Status Date	**01/10/2018**
Complaint #	**2017042629**	Case Type	**CMP - Complaint**	Disposition	**60 Final Order**	Disposition Date	**01/10/2018**
Docket#		Respondent	**HUGHES, FREDDIE**	Responsible	**jlewis2 - LEWIS, JAMES**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**	☐ Parties	☑ Activities
Form	**INTR - Internal**	Priority		☐ Allegations	☑ Discipline
Class'n	**CHIS - Criminal History**	Complexity	**R - Regular**	☑ Violations	☐ Compliance
Security	**STND - Standard**	Incident	**08/04/2017**	☐ Related	☑ Disposition
Region	**SR - Southern Region**	Received	**08/04/2017**	☐ Inspection	
Reference				☐ Costs	
Entered	**08/29/2017**	Entered By	**jdudley1**	☐ Time Tracking	Auto Assign
Summary	**1/10/18 - FINAL ORDER Filed: Respondent's PMW General Individual Occupational License is REVOKED. 12/21/17 - HEARING OFFICER'S RECOMMENDED ORDER Filed. 10/25/2017 - Informal Hearing scheduled for November 9, 2017 - 09/25/2017 - Administrative Complaint filed - Consent Order violation review**			☐ Attachments	History
Updated	**01/16/2018 09:22:12**	By	**pbroadway**	☐ Work Notes	Print Report

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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: kmelendez

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**90 Closed**	Status Date	**04/02/2020**
Complaint #	**2019060725**	Case Type	**CMP - Complaint**	Disposition	**60 Final Order**	Disposition Date	**04/02/2020**
Docket#		Respondent	**HUGHES, FREDDIE**	Responsible	**dgarvey - GARVEY, DARRELL**		**Public 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	**11/18/2019**
Region	**NR - Northern Region**	Received	**12/03/2019**
Reference			
Entered	**12/03/2019**	Entered By	**ccastillo**

☐ Parties ☑ Activities
☐ Allegations ☑ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking — Auto Assign
☐ Attachments — History
☐ Work Notes — Print Report

Summary **4/2/20 - Final Order Filed: Petitioner's Application for a PMW General Individual Occupational License is DENIED without prejudice. 3/24/2020 - Final Order signed by Director and taken to AGC Clerk for filing. 2/24/20 - Hearing Officer's Recommended Order Filed. 2/5/2020 - Informal Hearing Held. - 1/13/2020 - Informal Hearing scheduled for Feb. 5, 2020. - 1/13/2020 - Request for Informal Hearing received by FAX. 1/8/2020 - Respondent called, received Denial on 1/3/2020. Request for hearing due by 1/24/2020 per D. Matthews. - 12/23/19 - Respondent phoned C Ritter who transferred the call to me. He gave me a PO Box to mail the letter to. The old address and phone # are no longer active. New info is being added in Versa. Letter mailed to: PO Box 246421, Hollywood, FL 33024. 12/23/19 - An attempt was made to contact Respondent via phone # on file. I left a message to please call me, however, the name given for the message was not the Respondent's name - DF. 12/23/19 - Letter of License Denial UNSERVED: Return to Sender / Attempted - Not Known / Unable to Forward. 12/11/19 - Letter of License Denial Filed: Application for a PMW General Individual Occupational License is DENIED. 12/11/19 - Denial Letter signed by Director and taken to AGC Clerk for filing. 12/9/2019 - Denial Letter taken to P.**

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Broadway for Director's signature. - 12/6/2019 - Received in Legal, Denial Letter to be drafted. 90 day Deadline due date is Feb 16, 2020. - Applicant was previously denied in 2013. Please refer to Case Number: 2013003055. Applicant was also granted two (2) waivers under Case Number(s): 2001518033 and 2014024997. Lastly, the applicant's license was revoked in 2017 under Case Number: 2017042629. (910- THL)

Updated **04/04/2020 16:51:21** By **pbroadway**

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MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Marc Taupier, Chief Attorney
Re: Alfredo Fong v. FGCC; Case No. 2022-028758; License Denial
Date: February 1, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to adopt the hearing officer's recommended order denying Alfredo Fong's ("Applicant") application for a Pari-Mutuel Wagering Individual Occupational License. Applicant applied for a Pari-Mutuel Wagering Individual Occupational License on June 3, 2022. Applicant applied for a waiver of the felony convictions and a waiver interview was subsequently conducted on June 20, 2022. On September 16, 2022, the Commission issued a notice of intent to deny. Applicant requested an informal hearing pursuant to section 120.57(2), Florida Statutes. A hearing was held on November 15, 2022 via GoToMeeting. The hearing officer recommended denying Applicant's license. Therefore, the Florida Gaming Control Commission should adopt the hearing officer's recommended order.

Pertinent Facts

On June 3, 2022, Applicant submitted their amended application to the Division of Pari-Mutuel Wagering for a Pari-Mutuel Wagering Individual Occupational License. Upon review of the completed application, it appears that Applicant was convicted of several felony crimes in the state of Georgia. Specifically, Applicant was convicted of two counts of Burglary.

Prior to the informal hearing held on November 15, 2022, Applicant submitted three letters of recommendation. At the informal hearing, Applicant testified to the circumstances that led to this denial. No witnesses were called. Following the hearing, the hearing officer issued a recommended order denying Applicant's license.

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 550.105(5)(c), Florida Statutes, provides in pertinent part that:

> "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

Rule 61D-5.006(2), Florida Administrative Code, provides that "[t]he applicant shall establish proof of rehabilitation and demonstrate good moral character."

Staff Recommendation: The Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission issue a final order adopting the hearing officer's recommended order in case number 2022-028758, and deny Applicant's application for licensure.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

ALFREDO FONG,

Petitioner,

v.

FGCC Case No.: 2022-028758

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

RESPONDENT'S PROPOSED RECOMMENDED ORDER

THIS MATTER came before Elizabeth Stinson, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on November 15, 2022, in Tallahassee, Florida, in accordance with the provisions of Sections 120.569 and 120.57(2), Florida Statutes, for consideration of Mr. Alfredo Fong's ("Petitioner") petition for a hearing in response to the Commission's Letter of License Denial filed in DBPR Case Number 2022-028758. The Commission was represented by Marc D. Taupier, Chief Attorney. Respondent appeared pro se and the hearing was held via GoToMeeting. Both sides were permitted to present witnesses, offer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On or about June 3, 2022, Petitioner submitted to the Commission a Pari-Mutuel Wagering Professional Individual Occupational License application.

2. On June 3, 2022, Petitioner submitted a request for waiver.

3. On or about September 16, 2022, the Commission filed a Letter of License Denial, seeking to deny Petitioner's license application based on his criminal record, which includes two felony convictions.

4. On or about October 3, 2022, Petitioner sent an email to the Commission requesting a hearing, not disputing any issues of material fact, and briefly explaining why he should be granted a license.

5. Prior to the hearing, the Commission received four letters of recommendation from Petitioner.

6. A hearing pursuant to Section 120.57(2), Florida Statutes, was held on November 15, 2022, during which the Commission presented the issues raised in the Letter of License Denial.

7. At the hearing, Petitioner was the only witness called. Respondent did not present any witnesses to testify.

FINDINGS OF FACT

8. When asked what lead to the disqualifying offenses, he stated that he was not in the correct state of mind.

9. Petitioner testified that he was drinking and had substance abuse issues which led to the convictions.

10. Petitioner stated that he did almost 4 years in prison for the two convictions.

11. Petitioner stated that he learned a lot while in prison, however, he did not elaborate what he learned.

12. Petitioner stated that once released from prison, he was placed on parole for 3 years.

13. Petitioner testified that he had successfully completed parole in February of 2021.

14. Petitioner did not provide any testimony as to his current community connections, support system, or other circumstances that would show that Petitioner has been rehabilitated.

15. In an effort to show good moral character, Petitioner submitted four letters of recommendation.

16. Petitioner provided letters from Tammy Cook, Ron Potts, Terry Smith, and Linda Scocca.

17. Counsel for Respondent questioned Petitioner regarding the letters that were submitted on behalf of Petitioner and their knowledge of Petitioner's criminal history.

18. Petitioner testified that Terry Smith was the only individual who know about his criminal history.

19. Petitioner testified that the conversation "never came up" in regards to whether Tammy Cook, Ron Potts, or Linda Scocca knew about his past.

20. The recommendations for Petitioner from Tammy Cook, Ron Potts, and Linda Scocca cannot establish rehabilitation due to the fact that they cannot speak to Petitioner's character at the time of his convictions.

21. The Hearing Officer granted the Commission's motion to accept the findings of fact in the Letter of License Denial as the undisputed facts in the case and accepted the investigative report into the record as Respondent's Exhibit 1.

22. On April 21, 2014, Petitioner was convicted of Burglary, a felony in Los Angeles County, California in Case No. XNEGA090942-01.

23. On April 28, 2015, Petitioner was convicted of Burglary, a felony in Los Angeles County, California in Case No. PASGA093521-01.

CONCLUSIONS OF LAW

24. The Hearing Officer has jurisdiction over this matter and the parties pursuant to Section 120.57(2), Florida Statutes.

25. The Commission has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

26. Section 550.105(5)(b), Florida Statutes, states, in pertinent part:

> 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.

27. Pursuant to Section 550.105(5)(b), Florida Statutes, Petitioner's felony convictions are disqualifying offenses.

28. Section 550.105(5)(c), Florida Statutes, states, in pertinent part, that "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

29. Proof that one has completed five years of probation without incident is not even threshold proof of current good moral character or rehabilitation. *David J. Gibby, Petitioner v. Department of Business and Professional Regulation, Division of Pari-mutuel Wagering, Respondent*, 2003 WL 21146606, at *3.

30. In *Gibby*, the court took into consideration efforts of good moral character rehabilitation and opinioned that "Petitioner herein presented no evidence concerning what he had been doing since 1996; no evidence of spiritual enlightenment; no evidence of job reliability; no evidence of an emotional support network; no evidence of anger management classes; no evidence of further professional training; no evidence of contribution to the civic order or society; and no character witnesses." *Id*.

31. Even when a Petitioner successfully completes probation or parole, that is not enough to prove rehabilitation. "While Petitioner has demonstrated that he has stayed out of trouble since his release from parole, which happened only five years ago, Petitioner did not present sufficient evidence of rehabilitation or sufficiently demonstrate good moral character to grant him the waiver and, therefore the license, which he seeks." *James L. Ellis, Petitioner v. Department of Business and Professional Regulation, Division of Pari-mutuel Wagering, Respondent*, 2010 WL 1667776, at *3

32. Petitioner failed to establish good moral character or rehabilitation as set out in section 550.105(5)(c), Florida Statutes.

33. There is competent substantial evidence to support the conclusions of law.

PROPOSED RECOMMENDED ORDER

WHEREFORE, based upon the Findings of Fact and Conclusions of Law, it is hereby requested that the Hearing Officer enter a Recommended Order DENYING Petitioner's application for a Pari-Mutuel Wagering Professional Individual Occupational License.

This Proposed Recommended Order in FGCC Case Number 2022-028758 is submitted this 21st day of November, 2022.

s/ Marc D. Taupier

Marc D. Taupier
Chief Attorney
Florida Bar Number: 106732
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1499
Facsimile: (850) 921-1311
Primary: Marc.Taupier@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.go

CERTIFICATE OF SERVICE

I hereby certify this 21st day of November, 2022, that a true copy of the foregoing "Respondent's Proposed Recommended Order" has been provided by mail to:

Mr. Alfredo Fong
11550 Innfields Drive
Odessa, Florida 33556

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

ALFREDO FONG,

Petitioner,

v.

FLORIDA GAMING CONTROLCOMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

FGCC Case No.: 2022-028758

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before Elizabeth K. Stinson, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on November 15, 2022, in Tallahassee, Florida, in accordance with the provisions of Sections 120.569 and 120.57(2), Florida Statutes, for consideration of Mr. Alfredo Fong's ("Petitioner") petition for a hearing in response to the Commission's Letter of License Denial filed in FGCC Case Number 2022-028758. The Commission was represented by Marc D. Taupier, Chief Attorney. Respondent appeared pro se and the hearing was held via GoToMeeting. Both sides were permitted to present witnesses, offer items into evidence, and otherwise fully participate in the hearing.

PROCEDURAL HISTORY

1. On or about June 3, 2022, Petitioner submitted to the Commission a Pari-Mutuel Wagering Professional Individual Occupational License application.

2. On June 3, 2022, Petitioner submitted a request for waiver.

3. On or about September 16, 2022, the Commission filed a Letter of License Denial, seeking to deny Petitioner's license application based on his criminal record, which includes two felony convictions.

4. On or about October 3, 2022, Petitioner sent an email to the Commission requesting a hearing, not disputing any issues of material fact, and briefly explaining why he should be granted a license.

5. Prior to the hearing, the Commission received four letters of recommendation from Petitioner.

6. A hearing pursuant to Section 120.57(2), Florida Statutes, was held on November 15, 2022, during which the Commission presented the issues raised in the Letter of License Denial.

7. At the informal hearing on November 15, 2022, the Division presented the issues raised in its Letter of License Denial. The Hearing Officer granted the Division's motion to accept the findings of fact in the Letter of License Denial as the undisputed facts in the case and accepted the investigative report into the record.

FINDINGS OF FACT

8. On April 21, 2014, Petitioner was convicted of Burglary, a felony, in Los Angeles County, California in Case No. XNEGA090942-01.

9. On April 28, 2015, Petitioner was convicted of Burglary, a felony, in Los Angeles County, California in Case No. PASGA093521-01.

10. At the informal hearing on November 15, 2022, Petitioner testified about a variety of topics:

a. Petitioner testified that the reason he committed the crimes was because it was a time in his life where he was not in the correct state of mind, and that he does not have that mentality anymore.

b. Petitioner was asked about a statement that he made during his waiver interview where he said he did not remember anything about the burglaries. Petitioner stated

that he was "looking to steal or something… I guess I needed rehabilitation" but did not elaborate. Petitioner also confirmed that he did remember committing the burglaries.

c. Petitioner stated that he did almost 4 years in prison for the two convictions.

d. Petitioner stated that he learned a lot while in prison, however, he did not elaborate.

e. Petitioner stated that once released from prison, he was placed on parole for 3 years.

f. Petitioner testified that he had successfully completed parole in February of 2021.

g. When asked about his current support system, Petitioner stated that he attended a couple of AA meetings and talks to friends about his issues.

CONCLUSIONS OF LAW

11. The Hearing Officer has jurisdiction over this matter and the parties pursuant to Section 120.57(2), Florida Statutes.

12. The Commission has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

13. Section 550.105(5)(b), Florida Statutes, states, in pertinent part:

> 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.

14. Pursuant to Section 550.105(5)(b), Florida Statutes, Petitioner's felony convictions are disqualifying offenses.

15. Pursuant to Section 550.105(5)(b), Florida Statutes, the Agency is not required to deny the application, but it has the discretion to do so.

16. Section 550.105(5)(c), Florida Statutes, states, in pertinent part, that "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

17. An applicant has the ultimate burden of proving that he or she is entitled to a license. *Dep't of Banking & Fin., Div. of Sec. & Inv'r Prot. v. Osborne Stern & Co*., 670 So. 2d 932, 934 (Fla. 1996).

18. In a prior case, the administrative law judge found that "Proof that one has completed five years of probation without incident is not even threshold proof of current good moral character or rehabilitation." *David J. Gibby, Petitioner v. Department of Business and Professional Regulation, Division of Pari-mutuel Wagering, Respondent*, 2003 WL 21146606, at 3.

19. In *Gibby*, the administrative law judge took into consideration efforts of good moral character rehabilitation and opinioned that "Petitioner herein presented no evidence concerning what he had been doing since 1996; no evidence of spiritual enlightenment; no evidence of job reliability; no evidence of an emotional support network; no evidence of anger management classes; no evidence of further professional training; no evidence of contribution to the civic order or society; and no character witnesses." *Id*.

20. Even when a Petitioner successfully completes probation or parole, that is not enough to prove rehabilitation. "While Petitioner has demonstrated that he has stayed out of trouble since his release from parole, which happened only five years ago, Petitioner did not present sufficient evidence of rehabilitation or sufficiently demonstrate good moral character to grant him the waiver and, therefore the license, which he seeks. The undersigned is not aware of any prohibition to Petitioner from reapplying for a PMW license at a later time, after more time has passed since his conviction and period of sentence, and presentation of more evidence of rehabilitation and of good moral character." *James L. Ellis, Petitioner v. Department of Business and Professional Regulation, Division of Pari-mutuel Wagering, Respondent*, 2010 WL 1667776, at 3.

21. While Petitioner's testimony was credible, the charges are too serious and too recent for Petitioner to overcome his burden to demonstrate rehabilitation.

22. Petitioner failed to establish good moral character or rehabilitation as set out in Section 550.105(5)(c), Florida Statutes.

23. There is competent substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

Based upon the Findings of Fact and Conclusions of Law, it is hereby RECOMMENDED that the Florida Gaming Control Commission enter a final order DENYING Petitioner's application for a Pari-Mutuel Wagering Professional Individual Occupational License.

Respectfully submitted this 31st day of January 2023.

s/Elizabeth K. Stinson
Elizabeth K. Stinson,
Hearing Officer
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee, Florida 32399-2202

CERTIFICATE OF SERVICE

I hereby certify this __ day of _____, 2023, that a true copy of the foregoing "Hearing Officer's Recommended Order" has been provided by mail to:

Mr. Alfredo Fong
11550 Innfields Drive
Odessa, Florida 33556

_____
Clerk of the Commission

Lanier-FGCC, Ebonie

From: Fleming, Donna
Sent: Tuesday, November 15, 2022 8:21 AM
To: Taupier-FGCC, Marc; Lanier-FGCC, Ebonie
Subject: FW: Recommendation letter about Freddy fong, case # 2022-028758

Good Morning,

Please add the letter of recommendation below to Mr. Fong's case file for his hearing today.

Thanks,
Donna

FLORIDA GAMING CONTROL COMMISSION

Donna Fleming
Administrative Assistant III, Division Clerk
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering,
Office of the Director
2601 Blairstone Road
Tallahassee, FL 32399-1035
850.717.1281 Office

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: terry smithmules [mailto:muleshoer2@gmail.com]
Sent: Monday, November 14, 2022 11:20 PM
To: Fleming, Donna <Donna.Fleming@fgcc.fl.gov>
Subject: Recommendation letter about Freddy fong.

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

my name is Terry Smith blacksmith at Tampa bay Downs and licensed through the state of Florida as a blacksmith/owner. I am Writing in reference to Freddy Fong/Jockey/exercise rider And his work ethics that I have known of for the last ten months has been constantly on the level that I am aware of He always showed up on time to ride my horses and to do other jobs that I needed help with .I would like to say that I would hire Freddy any time he needed work . He does what you tell him and never has a problem with what you ask . He always acted and presented himself as a professional so please if this will help I would like to give Freddy a good recommendation to help him on his journey through life. He is an all around good person and a good mentor to the younger crowd here at innfields training center where he's been working for the last ten months. THANKYOU. TERRY R SMITH

October 24, 2022

Alfredo Fong
11550 Innfields Drive
Odessa, Florida 33556

RE: FGCC v. Alfredo Fong
Case No.: 2022-028758

Dear Mr. Fong:

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, November 15, 2022.** 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. If you wish to provide any written evidence, please ensure it is provided to the Commission at least one week prior to the hearing date, so the Hearing Officer may have the opportunity to review it prior to the hearing. Please also provide the names and phone numbers of any witnesses you wish to speak on your behalf, if any.

Please note: We will be conducting the hearing telephonically; therefore, you will be contacted **between 10:00 AM and 1:00 PM (EST) at the following number: (626) 509-0105.** If that number is incorrect, please contact me as soon as possible to notify me of the correct number at which to reach you. Failure to answer the telephone, promptly return a voicemail, 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. Approximately 14 to 21 days after the hearing, Proposed Recommended Orders, or recommendations for what the Hearing Officer's ruling should be, are sent to Hearing Officer;
3. Approximately 21 to 45 days after the Proposed Recommended Orders are submitted, the Hearing Officer will submit his or her recommended ruling to the Clerk of the Commission's office;
4. A Final Order will be issued within approximately 90 days after the date of the hearing. The Final Order is 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 850-717-1663 or Ebonie.Lanier@fgcc.fl.gov.

Sincerely,

/s/ *Ebonie Lanier*
Ebonie Lanier
Administrative Assistant III

Enclosures: Notice of Hearing and Case File

Documents Included in Case File

Exhibit 1 ..... Notice of Hearing

Exhibit 2 ..... Election of Rights

Exhibit 3 ..... License Denial

Exhibit 4 ..... Reference Letter/Supporting Documents

Exhibit 5 ..... Report of Investigation

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

ALFREDO FONG

Petitioner,

v. FGCC Case No.: 2022-028758

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Respondent.
_____/

NOTICE OF TELEPHONIC HEARING

TO: Alfredo Fong
11550 Innfields Dr.
Odessa, FL 33556
freddyfong13777@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 **Tuesday, November 15, 2022, at 10:00 a.m. (Eastern Time). The Hearing Officer will call you at (626) 509-0105 sometime between 10:00 am and 1:00 pm (EST)**. Please be available to take the Hearing Officer's call. Failure to keep a telephone line open may result in the hearing proceeding without you.

You may elect to attend the hearing by video conference via GoToMeeting. To attend by video conference, you must contact the Commission by email at Ebonie.Lanier@fgcc.fl.gov or telephone at (850) 717-1663, at least five (5) days prior to your hearing date to set up the video conference. If you do not elect to attend by video conference, the hearing will automatically be held by telephone only.

If you cannot attend the hearing and wish to request a continuance for good cause, you must notify the Commission by email at Ebonie.Lanier@fgcc.fl.gov or telephone at (850) 717-1663 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 US mail, on this 24th day of October, 2022.

By: /s/ Ebonie Lanier

Ebonie N. Lanier
Administrative Assistant III
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1663
Facsimile: (850) 921-1311
Ebonie.Lanier@fgcc.fl.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) 717-1663. If you are hearing or speech impaired, please contact the agency by calling 1-800-955-8771.

Florida Gaming Control Commission
2601 Blair Stone Rd. Tallahassee, Florida 32399

Alfredo Fong
11550 Innfields Dr. Odessa, Florida 33556
Freddyfong13777@gmail.com
(626) 509-0105
Case#2022-028758
ID#7075034

I, Alfredo Fong, am requesting an informal hearing.

Horse racing is the only career I know. All of my connections, from family to friends, are members of the horse racing community. My ability to make a living is dependent upon access to a race track. I am requesting an informal hearing and an opportunity to be licensed to pursue my career.

I received a notice of denial by mail on the date of 9/22/22.

Although I was convicted of burglary in 2014, this does not represent who I am or my character. Admittedly, I have made a mistake that I have paid for and learned from. I am an honest person. In all of my career, I have never stolen from anyone or have been accused of any dishonesty. I can provide letters of good moral character and rehabilitation. I am licensed in good standing in other racing jurisdictions.

According to statute 550.105 (5) (A), "If the applicant establishes he or she is of good moral character, that he or she has been rehabilitated, and that the crime he or she was convicted of is not related to pari-mutual wagering and is not a capital offense the restrictions excluding offenders may be waived by the director of the commission". Because the crime that I was convicted of is not related to pari-mutual wagering, I believe that waiving the penalty is warranted.

I respectfully ask that the agency wave my restrictions and allow me to participate in horse racing.

RECEIVED
By: Donna Fleming
October 3, 2022
FGCC/Pari-Mutuel Wagering

I admit that no material facts in this case are disputed.

Sincerely,
Alfredo Fong

Fleming, Donna

From: Freddy Fong <freddyfong13777@gmail.com>
Sent: Monday, October 3, 2022 5:56 PM
To: Fleming, Donna
Subject: Fwd: Alfredo Fong Florida Racing Commission

[NOTICE] **This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.**

---------- Forwarded message ---------
From: **Freddy Fong** <freddyfong13777@gmail.com>
Date: Mon, Oct 3, 2022 at 5:51 PM
Subject: Re: Alfredo Fong Florida Racing Commission
To: Freddy Fong <freddyfong13777@gmail.com>

Florida Gaming Control Commission
2601 Blair Stone Rd. Tallahassee, Florida 32399

Alfredo Fong
11550 Innfields Dr. Odessa, Florida 33556
Freddyfong13777@gmail.com
(626) 509-0105
Case#2022-028758
ID#7075034

I, Alfredo Fong, am requesting an informal hearing.

Horse racing is the only career I know. All of my connections, from family to friends, are members of the horse racing community. My ability to make a living is dependent upon access to a race track. I am requesting an informal hearing and an opportunity to be licensed to pursue my career.

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According to statute 550.105 (5) (A), "If the applicant establishes he or she is of good moral character, that he or she has been rehabilitated, and that the crime he or she was convicted of is not related to pari-mutual wagering and is not a capital offense the restrictions excluding offenders may be waived by the director of the commission". Because the crime that I was convicted of is not related to pari-mutual wagering, I believe that waiving the penalty is warranted.

I respectfully ask that the agency wave my restrictions and allow me to participate in horse racing.

I admit that no material facts in this case are disputed.

Sincerely,
Alfredo Fong

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

September 16, 2022

9/16/2022

Mr. Alfredo Fong
11550 Innfields Drive
Odessa, Florida 33556

Letter of License Denial

Dear Mr. Fong:

This Letter of License Denial ("Denial") serves to inform you that your application for a Pari-Mutuel Wagering Professional Individual Occupational License and request for waiver is denied in accordance with the provisions of chapter 550, Florida Statutes, and the rules promulgated thereto. This Denial is based upon your following criminal disposition(s):

1. 04/21/2014 – Burglary (F) – Adjudicated Guilty – County of Los Angeles, California (Case No. XNEGA090942-01)

2. 04/28/2015 – Burglary (F) – Adjudicated Guilty – County of Los Angeles, California (Case No. PASGA093521-01)

These convictions are disqualifying offenses under section 550.105(5), Florida Statutes. Your Request for Waiver has been denied based on your failure to meet the requirements of section 550.105(5)(c), Florida Statutes.

You are advised you may not work in any position requiring licensure or be within a restricted area at a pari-mutuel facility without an appropriate valid occupational license.

Pursuant to section 120.57, Florida Statutes, you may request a hearing to challenge the Division's decision within twenty-one (21) days of receipt of this Denial, as provided for in rule 28-106, Florida Administrative Code, and the attached Notice of Rights.

If you do not request a hearing within twenty-one (21) days of your receipt of this Denial, this Denial will become the Agency's Final Order. If this Denial becomes a Final Order, you will have 30 days to file for an appeal pursuant to section 120.68, Florida Statutes.

Sincerely,

Melba L. Apellaniz
Clerk of the Commission

Attachment: Notice of Rights

OFFICE OF THE GENERAL COUNSEL
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399

CERTIFICATE OF SERVICE

I hereby certify this 16TH day of SEPTEMBER, 2022, that a true copy of the foregoing has been furnished by certified U.S. mail to:

Mr. Alfredo Fong
11550 Innfields Drive
Odessa, Florida 33556

CLERK OF THE COMMISSION
Florida Gaming Control Commission

Case No. 2022-028758

NOTICE OF RIGHTS

This is an action that may affect your substantial interests. Mediation of this administrative dispute is not available. However, pursuant to sections 120.569 and 120.57, Florida Statutes, you may request a hearing on this matter, provided a written request is filed with the agency. The request must comply with the requirements of rules 28-106.111, and 28-106.201 or 28-106.301, Florida Administrative Code. The written request must be received by the Division within 21 days of your receipt of this notice.

If the Division determines there are disputed issues of material fact, the case will be forwarded to the Division of Administrative Hearings for a formal hearing. If there are no disputed issues of material fact, the Division will schedule an informal hearing. You will be notified of the date, time and place of the hearing. In either case, you have the burden of establishing entitlement to the license.

In a formal hearing, you have the right to appear in person on your own behalf, to be represented by an attorney, to bring witnesses and present evidence, to cross-examine any witnesses produced against you by the State, and to have subpoenas issued on your behalf.

In an informal hearing, you have the right to appear in person on your own behalf, to be represented by an attorney, and to submit whatever information you desire to show entitlement to the license.

If a hearing pursuant to sections 120.569 and 120.57, Florida Statutes, is not requested within 21 days, the foregoing Letter of License Denial will become a Final Order. Any party adversely affected by this Final Order has the right to seek its judicial review under section 120.68, Florida Statutes, by the filing of an original Notice of Appeal pursuant to rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Commission, 2601 Blair Stone Road, Tallahassee, Florida 32399-2202 (Email: Clerk@fgcc.fl.gov), and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate Florida District Court of Appeal. The Notice of Appeal must be filed (received) by the Clerk of the Commission within thirty (30) days after the date this Order is filed with the Clerk.

In all the above proceedings, practice is governed by chapter 120, Florida Statutes, and rule 28-106, Florida Administrative Code.

Lanier-FGCC, Ebonie

Subject: FW: freddy fung jr jockey, Case # 2022-028758

Hello!

Please add the letter below to Mr. Fong's case file for the hearing.

Thanks!
Donna

FLORIDA GAMING CONTROL COMMISSION

Donna Fleming
Administrative Assistant III, Division Clerk
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering,
Office of the Director
2601 Blairstone Road
Tallahassee, FL 32399-1035
850.717.1281 Office

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: tammy cook [mailto:tecpta59@gmail.com]
Sent: Tuesday, October 25, 2022 11:53 AM
To: Fleming, Donna
Subject: freddy fung jr jockey

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Hi Donna Fleming;
I Tammy would like you to know i met freddy a year ago at infields training center where i had 2 horses boarded for a short time. Shortly after that one horse would not move forward in which i had 2 trainers work with him and unfortunately there was no significant change in his forward direction. I ran into freddy and he said he would help me. so i went and picked him up and his first visit with cielo was unbelievable to me because, cielo was walking in complete circles and in long forward directions on his first visit. I asked freddy how did you do that and he said the horse is very stubborn and it was not easy. anyway, after 2 consistent weeks of freddy riding this horse i now can ride him the way a horse should be ridden. All my thanks to freddy. Therefore, when freddy asked me to send a recommendation to you i would not hesitate to say freddy has a GOD gifted talent to his jockey career and can't wait to see him on the track at Tampa Downs. Thank You and many BLESSINGS Tammy 954-451-6881

Fleming, Donna

From: Ron Potts <ronpottsracing@gmail.com>
Sent: Thursday, October 27, 2022 4:40 PM
To: Fleming, Donna
Subject: Freddy Fong

FGCC Case # 2022-028758

[NOTICE] **This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.**

To whom it may concern I ma writing this as a letter of recommendation for Freddy. He worked for me at the farm this spring and was a competent employee. He was on time and courteous in all respects. I feel he deserves a chance to be reinstated. Ron Potts (Trainer) 859-492-1956. Thank You

RECEIVED
2022 OCT 27 PM 4:44
FLORIDA GAMING
CONTROL COMMISSION

Lanier-FGCC, Ebonie

From: Lanier-FGCC, Ebonie
Sent: Wednesday, November 9, 2022 11:50 AM
To: 'Freddy Fong'
Subject: RE: Request for video conference hearing

Good Afternoon Mr. Fong,

Please review the instruction below for joining the informal hearing scheduled for November 15, 2022 at 11:00AM.

2022-028758 Alfredo Fong v. FGCC
Tue, Nov 15, 2022 11:00 AM - 12:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

https://meet.goto.com/312517581

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679
- One-touch: tel:+18668994679,,312517581#

United States: +1 (571) 317-3116
- One-touch: tel:+15713173116,,312517581#

Access Code: 312-517-581

Join from a video-conferencing room or system.
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Meeting ID: 312 517 581
Or dial directly: 312517581@67.217.95.2 or 67.217.95.2##312517581

Get the app now and be ready when your first meeting starts:
https://meet.goto.com/install

Thanks,
Ebonie Lanier

FLORIDA GAMING CONTROL COMMISSION

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Florida Gaming Control Commission
Phone: (850) 717-1663 | Fax (850) 921-1311

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: Freddy Fong [mailto:freddyfong13777@gmail.com]
Sent: Monday, November 7, 2022 11:36 AM
To: Lanier-FGCC, Ebonie
Subject: Request for video conference hearing

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Hello this is Alfredo Fong. I am requesting a video conference hearing for November 15, at 10:00 am.Can you please email or call me at (626)509-0105 to confirm thank you.

Fleming, Donna

From: linda scocca <lindahighhopes@gmail.com>
Sent: Thursday, November 3, 2022 5:38 AM
To: Fleming, Donna
Subject: Freddy/ exercise Rider

[NOTICE] **This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.**

Hi to whom it may concern. I am a license thoroughbred trainer. I am stable in Odessa Florida . I don't know Freddy's last name but he asked me to send you a letter that he work for me . And he did for a while. He always showed up . He was exercising horses back in the early spring for me. After that he moved up front where he got a job with a place to live included. And has been up there working ever since. Thank you if you have any questions you can email me back or call me 352-442-2269 thank you

Linda Scocca

RECEIVED
By: Donna Fleming
November 3, 2022
FGCC/Pari-Mutuel Wagering

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: **icampbell**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**			Status	**90 Closed**	Status Date	**07/27/2022**
Complaint #	**2022028758**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**FONG, ALFREDO**	Responsible	**lmoore - ROUNDS, LEEANN**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**06/03/2022**
Region	**CR - Central Region**	Received	**06/13/2022**
Reference			
Entered	**06/13/2022**	Entered By	**rmahalinga**
Summary	**90-DAY DEADLINE: September 18, 2022 ---------- / ---------- . 06/20/2022 - Waiver Interview conducted ---------- / ---------- . 320-Tampa Bay Downs, Inc.**		
Updated	**07/27/2022 14:47:46**	By	**icampbell**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

44 Change | Save | OK | Cancel | Back

Get Adobe Reader.

90-DAY DEADLINE — SEPTEMBER 18, 2022

(DATE)

Investigations Section:

Reviewed by Steve Kogan July 27, 2022

(Initial & Date)

The attached "Request for Waiver" file has been reviewed for completeness and accuracy, and has been forwarded to the Licensing Section.

Licensing Section:

_____	_____	_____
Application Processor	**Facility (d/b/a name)**	**Occupation/Job Title**

Reviewed by David Donaldson _____ _____

(Initial & Date)

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any gaming or racing jurisdiction?

Yes _____

No _____

Investigative Findings:

September 12, 2013	**Arcadia Police Department, CA – Burglary – Felony – Pled Nolo – Convicted on April 21, 2014 - 2 Years in State Prison.**
May, 9, 2014	**Arcadia Police Department, CA – Burglary – Felony – Pled Nolo – Convicted on 04/28/2015 - 4 years in State Prison (with 288 days credited time served) and pay $300 in restitution - Sentence to run concurrent with above case - Violated Parole due to testing positive for Meth.**

Jockey

OFFICE OF INVESTIGATIONS

WAIVER INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**JUNE 13, 2022**	**2022 02 8758**

Respondent:	Complainant:
FONG, ALFREDO (FREDDY) 11550 INNFIELDS DRIVE ODESSA, FLORIDA 33556 Phone: [redacted]	**STATE OF FLORIDA** **FLORIDA GAMING CONTROL COMMISSION** **DIVISION OF PARI-MUTUEL WAGERING**

License # / Type:	Profession:	Report Date:
7075034 / 1021	**JOCKEY**	**JULY 25, 2022**

Period of Investigation:	Type of Report:
JUNE 13, 2022 – JULY 25, 2022	**Final**

Basis of Investigation: This investigation is predicated upon receipt of **Alfredo FONG's** State of Florida Pari-Mutuel Occupational License Application dated November 30, 2021 and Waiver Request Form dated June 3, 2022.

On November 30, 2021, **FONG** applied for a PMW Professional Individual Occupational license. On his application, he answered "Yes" to the question, on page 2 of the application, "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?" **FONG** disclosed a 2013 Felony conviction for Burglary in Los Angeles County, CA.

On December 7, 2021, PMW Licensing sent **FONG** a deficiency letter requesting him to list and provide court disposition records for the following arrests in Los Angeles County, California on 11/03/2002, 12/16/2002, 5/27/2007, 5/06/2011, 10/26/2011, 8/31/2013 and 9/12/2013. Also requested was information for an offense in San Diego County, California, on 1/25/2008 and provide court paperwork.

On June 3, 2022, **FONG** submitted an amended application to include all requested information.

Related Case:

Investigations Specialist II / Date	Approved by Investigator Supervisor / Date
Lee Ann Rounds Lee Ann Rounds / July 25, 2022	/s/ C. Derek Washington C. Derek Washington / July 25, 2022

Chief of Investigations / Date

/s/ Steven E. Kogan

Steven E. Kogan / July 27, 2022

CRIMINAL HISTORY

Arrest 1					
Date of Arrest: 09/12/2013	**Arresting Agency:** Arcadia Police Department, California				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Burglary First Degree	**Felony**	Nolo Contendere	Convicted	04/21/2014
2					
3					
4					

SENTENCE
2 years' in State Prison

Additional Information:

Arrest 2					
Date of Arrest: 05/09/2014	**Arresting Agency:** Arcadia Police Department, California				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Burglary First Degree	Felony	Nolo Contendere	Convicted	04/28/2015
2					
3					
4					

SENTENCE
4 years in State Prison (with 288 days credited time served) and pay $300 in restitution. Sentence to run concurrent with Arrest 1.

Additional Information: Applicant violated the terms of his parole because he tested positive for Methamphetamine while on Parole.

CRIMINAL HISTORY

Arrest 3					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

Arrest 4					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

ADDITIONAL LICENSES

	YES	NO
Has the Applicant ever possessed a Florida Pari-Mutuel Occupational License?	**X**	
Does the Applicant possess an Occupational License from other jurisdictions?	**X**	

1. License Type: 1021 Jockey			
Date Licensed: **12/27/2004**	Expiration Date: **06/30/2005**	License #: **7075034**	Agency or Jurisdiction: **Florida PMW**

	YES	NO
Has License ever been suspended or revoked?		**X**
Was any derogatory information received?	**X**	
Additional Comments: See comments in Conclusion section of application (Page 5)		

2. License Type: Jockey			
Date Licensed: **07/02/2021**	Expiration Date: **12/31/2021**	License #: **86742**	Agency or Jurisdiction: **Illinois Racing Board**

	YES	NO
Has License ever been suspended or revoked?	**X**	
Was any derogatory information received?	**X**	
Additional Comments: During 2004, **FONG** received two short suspensions lasting 3 to 5 days against his racing license in Illinois.		

3. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

4. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

WAIVER INTERVIEW

		YES	NO
Was a Waiver Interview Conducted?		X	
Date of Interview: June 20, 2022	Location of Interview: Tampa Bay Downs		
		YES	NO
Was the applicant cooperative?		X	
Additional Comments:			

SUMMARY OF INTERVIEW:

FONG stated he was sentenced to four years in state prison for two felony residential burglary charges. He stated he is unable to remember exactly what occurred. **FONG** said he was involved in 2 different programs during his incarceration that allowed him to work and earn money.

FONG stated he misunderstood the questions and did not mean to omit answers on the application. **FONG** did list the felony burglary arrests and convictions on his original application.

FONG stated he received an Illinois state license to work as a jockey in 2021. He stated being a jockey has been his trade, and his career has been successful. He said he wants to become reestablished in Florida. **FONG** admits to being suspended and fined in the past for interference in a race at Hawthorne, Bay Meadows (California), and Hollywood Park (California). He said he no longer drinks alcohol and is not using illegal drugs.

CONCLUSION:

A check of the Association of Racing Commissioners International (ARCI) database showed 35 rulings against **FONG,** which include two **(**2) suspensions lasting 3 to 5 days from the Illinois Racing Board for race related incidents, one (1) suspension lasting 2 days from the Washington Racing Commission for testing positive for marijuana (1st offense), and two (2) suspensions lasting 4 to 6 days from the California Horse Racing Board for race related incidents. All other rules were race related infractions.

Case Status: Investigations case closed, case forwarded to Licensing.

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4. Supporting Docs: ARCI / Def. Letter / Other 1-18

DBPR PMW-3180 – Request for Waiver

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
www.myfloridalicense.com

RECEIVED
2022 JUN -9 AM 11:58
DIVISION OF PARI-MUTUEL WAGERING

TO: Alfredo Fong
Full Legal Name of Applicant

[redacted]
Date of Birth

Individual/Org. Number

If you are a new applicant to Florida and have been convicted of any felony, regardless of whether adjudication was withheld, or if you are renewing your pari-mutuel occupational license in Florida and have been convicted of any of the crimes listed below, you must first request and receive a waiver from the Division Director in order to receive a Florida Pari-Mutuel Wagering Occupational License or Cardroom License. Please check the appropriate box(es) below that best describes your situation:

For Pari-Mutuel and Cardroom Applicants:

☑ A conviction 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 Florida 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. A felony or misdemeanor in this state, in any other state, or under the laws of the United States, if such felony or misdemeanor is related to gambling or bookmaking, as contemplated in Section 849.25, Florida Statutes, or involves cruelty to animals.

☐ Currently under Suspension, Declared Ineligible, Ruled Off, Revoked, Denied, Ejected, Unpaid Fine, in this or any other racing jurisdiction. Specify discipline and jurisdiction:

☐ New applicant to Florida who has been convicted of any felony, regardless whether adjudication was withheld.

For Cardroom Applicants Only:

☐ A misdemeanor involving forgery, larceny, extortion, or conspiracy to defraud, in this state or any other state, or under the laws of the United States.

If you choose to request a waiver, please sign this form below and return it with your completed application, license, and fingerprint fees. After an investigation is conducted, the Division Director will either grant or deny the request for waiver. You will be notified of the decision by mail at the address provided on your application.

UNTIL YOU ARE LICENSED:

1) You are not permitted to engage in any activity which requires a pari-mutuel occupational license or a cardroom license at any pari-mutuel facility in Florida. If you are found to be working without a license, you will be subject to arrest for trespassing and your waiver request may be denied.

2) You are forbidden from accessing any of the restricted areas of any pari-mutuel facility in Florida.

I hereby request a waiver for the situation(s) or conviction(s) noted above, and acknowledge that license and fingerprint fees are non-refundable in the event the waiver request is denied. I hereby acknowledge that my failure to participate in a waiver interview or to disclose any pertinent information regarding convictions, rulings, revocations, or denials from other jurisdictions will result in a denial of the request for waiver. I hereby waive the Section 120.60, Florida Statutes, timeline requirement regarding the processing of this application.

Alfredo Fong
Signature of Applicant

RECEIVED
JUN 03 REC'D

6/3/22
Date

TO BE CONSIDERED FOR A WAIVER, APPLICANTS MUST COMPLETE FORM DBPR PMW-3195 – REQUEST FOR RELEASE OF INFORMATION AND AUTHORIZATION TO RELEASE INFORMATION, AND SCHEDULE A WAIVER INTERVIEW WITH THE OFFICE OF INVESTIGATIONS.

RECEIVED
NOV 30 A.M.
BY: YB

Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering
DBPR PMW-3120 – Individual Occupational License Application

RECEIVED
2021 DEC 1 PM 2:20
DIVISION OF PARI-MUTUEL WAGERING

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	Birth Date (MM/DD/YYYY)	Gender
[redacted]	[redacted]	☒ Male ☐ Female

Last Name	First	Middle	Suffix
Fong	Alfredo		

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: Freddy Fong

Race/Ethnicity (optional)
☐ Black or African American ☐ Asian or Pacific Islander ☐ Native American or Alaskan Native
☐ White or Caucasian ☒ Hispanic/Latino ☐ Other

Current Mailing Address	Email Address (optional)
501 S. Bayview Blvd	FreddyFong13777@Gmail.com

City	State	Zip Code (+4 optional)	Country, if other than USA
Oldsmar	FL	34677	

Primary Phone Number	Secondary/Cell Phone Number (optional)
[redacted]	

Current Street Address: Same

City	State	Zip Code (+4 optional)	Country, if other than USA

Type of Occupational License applying for:
☐ Pari-Mutuel General Individual ☒ Pari-Mutuel Professional Individual
☐ Cardroom Employee

Occupation: Jockey

Facility where employed and/or doing business: Tampa bay downs

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 business with a pari-mutuel permit? ☐ Yes ☒ No

Do you own or lease animals intended for racing in Florida? ☒ No ☐ Yes, complete the following:

Stable Name, Kennel Name, or Business Name _____

Trainer Name (horse or greyhound 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 1021 License # 7075034 File # 42483 App # 2305

Association Code 320 Date Received 11/30/2021 Entered By YB License Year 2024

License Fee 80 FP Date 11/30/2021 FP Fee 37.25 Total Fee 117.25

Off Temp Waiver Requested ARCI ✓ Enforcement ✓ Minor

Exp 06/30/2005
(1020) OPEN

RECEIVED
NOV 30 A.M.

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☑ Yes ☐ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

2021 DEC -1 PM 2:30
DIVISION OF
PARI-MUTUEL WAGERING

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
2013	LA County	CA	Burglary	felony	4 years Incarcerated

☐ 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.
☐ 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 the offense and discipline.

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Signature of Applicant

Date 11/30/21

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JUN 03 REC'D
BY: YB

RECEIVED
2022 JUN -9 AM 11:08
DIVISION OF PARI-MUTUEL WAGERING

Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering
DBPR 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	Birth Date (MM/DD/YYYY)	Gender
[redacted]	[redacted]	☑ Male ☐ Female

Last Name	First	Middle	Suffix
Fong	Alfredo		

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: Freddy Fong

Race/Ethnicity (optional)
☐ Black or African American ☑ Asian or Pacific Islander ☐ Native American or Alaskan Native
☐ White or Caucasian ☑ Hispanic/Latino ☐ Other

Current Mailing Address	Email Address (optional)
11550 Innfields Dr.	Freddyfong13771@gmail.com

City	State	Zip Code (+4 optional)	Country, if other than USA
Odessa	FL	33556	

Primary Phone Number	Secondary/Cell Phone Number (optional)
[redacted]	

Current Street Address: Same

City	State	Zip Code (+4 optional)	Country, if other than USA

Type of Occupational License applying for:
☐ Pari-Mutuel General Individual ☑ Pari-Mutuel Professional Individual
☐ Cardroom Employee

Occupation: Jockey

Facility where employed and/or doing business: Tampa Bay Downs

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 business with a pari-mutuel permit? ☐ Yes ☑ No

Do you own or lease animals intended for racing in Florida? ☑ No ☐ Yes, complete the following:

Stable Name, Kennel Name, or Business Name _____

Trainer Name (horse or greyhound 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 1021 License # 7075034 File # 42483 App # 237134

Association Code 320 Date Received 6/3/2022 Entered By YB License Year 2025

License Fee $80 FP Date 11/30/2021 FP Fee 13.25 Total Fee $93.25

Off Temp | Waiver Requested | ARCI ✓ | Enforcement ✓ | Minor

(1020) OPEN. Exp. 06/30/05

RECEIVED
JUN 03 REC'D
BY: YB

PA6.1.

previous application

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☑ Yes ☐ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
11/03/2002	LA	CA	Wet and Reckless	Misdemeanor	probation/yes
12/16/2002	LA	CA	Same	misdemeanor	probation/yes
5/27/2007	LA	CA	DUI	misdemeanor	probation/yes
1/25/2008	San Deigo	CA	DUI	misdemeanor	2 yrs probation/yes

☐ 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.
☐ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

RECEIVED
2022 JUN -9 AM 11:58
DIVISION OF PARI-MUTUEL WAGERING

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, 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 Department of Business and Professional Regulation, 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 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.

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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.

Signature of Applicant

Date 6/03/2022

previous application

RECEIVED
JUN 03 REC'D
YB

page 2.

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☑ Yes ☐ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
05/06/2011	LA	CA	Burglary	Felony	2 years
10/26/2011	LA	CA	Sam	Felony	2 years
05/31/2013	LA	CA	Burglary	Felony	2 years
09/12/2012	LA	CA	Burglary	Felony	2 years

☐ 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.
☐ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

RECEIVED
2022 JUN 03 AM 11:58
DIVISION OF PARI-MUTUEL WAGERING

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Signature of Applicant _____ Date 06/03/2022

Previous application

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BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☑ Yes ☐ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
2013	LA	CA	Burglary	felony	4 years Incarceration

☐ 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.
☐ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

RECEIVED
2021 JUN -9 AM 11:38
DIVISION OF PARI-MUTUEL WAGERING

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Signature of Applicant

06/08/2021
Date

Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2005**

File # **42483** Name **FONG, ALFREDO** Extended To

License # **7075034** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **7075034** Lic Status **App Expired**

Address

Street # **11550** Street **INNFIELDS DR.**

Line 2

Line 3

City **ODESSA** State **FL** Zip **33556**

Routing

Other

1st License Date **07/03/2004** Rank Date **07/03/2004** Certificate #

Method **I-S-1020** Status Date **05/05/2022** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	JCKY - Jockey	04/24/2004	
I	TBRD - Thoroughbred	04/24/2004	
L	325 - Calder Race Crs	07/03/2004	

Alt Keys

BEST LIC NBR **7075034**

Get Adobe Reader.

Case Number:	XNEGA090942-01
Defendant Name:	FONG, ALFREDO
Violation Date:	September 12, 2013
Filing Date:	November 6, 2013
Courthouse:	Northeast District

CASE INFORMATION

Count	Charge Section	Charge Statute	Plea	Disposition	Disposition Date
01	459	Penal Code	Nolo Contendere	Guilty/Convicted	04/21/2014

EVENTS

Upcoming Scheduled Events

None

Past Events

Date	Time	Location	Dept/Room Number	Events
November 15, 2013	01:00 PM		CLK	DOCKET LINE ENTRY
November 21, 2013	08:30 AM	Pasadena Courthouse	NEF	ARRAIGNMENT
January 7, 2014	08:30 AM	Pasadena Courthouse	NEF	PRETRIAL CONF/TRIAL SETTING
February 21, 2014	08:30 AM	Pasadena Courthouse	NEF	PRETRIAL CONF/TRIAL SETTING
March 13, 2014	08:30 AM	Pasadena Courthouse	NEF	PRETRIAL CONF/TRIAL SETTING
March 20, 2014	08:30 AM	Pasadena Courthouse	NEF	PRETRIAL CONF/TRIAL SETTING
April 9, 2014	08:30 AM	Pasadena Courthouse	NEF	JURY TRIAL

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April 21, 2014	08:30 AM	Pasadena Courthouse	NEC	JURY TRIAL
April 21, 2014	09:30 AM	Pasadena Courthouse	NEF	DISPOSITION
April 29, 2014	01:00 PM		CLK	DOCKET LINE ENTRY

BAIL

No Information Found

SENTENCING INFORMATION

THE INFORMATION PROVIDED ON THIS WEBSITE CONTAINS ONLY AN EXTRACTION FROM THE COURT RECORD. IT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A FULL AND COMPLETE RECORD OF COURT PROCEEDINGS.

Sentencing Information			
SENTENCING DATE:	April 21, 2014		
For Count(s):	01	PROBATION/MANDATORY SUPERVISION:	
JAIL TERM:	2 YEAR(S) IN ANY STATE PRISON	JAIL TERM:	
BASE FINE/TOTAL FINE:	$0.00	BASE FINE/TOTAL FINE:	$0.00
(OR) Jail term instead of fine:		(OR) Jail term instead of fine:	

Additional Terms	
PROGRAM:	
PROGRAM INSTEAD OF FINE:	
ALCOHOL PROGRAM:	
LICENSE RESTRICTION/SUSPENSION:	

EXHIBIT 2
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

NO. GA090942 PAGE NO. 1
THE PEOPLE OF THE STATE OF CALIFORNIA VS. CURRENT DATE 01/20/22
DEFENDANT 01: ALFREDO FONG
LAW ENFORCEMENT AGENCY EFFECTING ARREST: ARCADIA POLICE DEPARTMENT

BAIL: APPEARANCE DATE	AMOUNT OF BAIL	DATE POSTED	RECEIPT OR BOND NO.	SURETY COMPANY	REGISTER NUMBER

CASE FILED ON 09/16/13.
OFFENSE(S):
COUNT 01: 459 PC FEL
COMMITTED ON OR ABOUT 09/12/13 IN THE COUNTY OF LOS ANGELES
NEXT SCHEDULED EVENT:
09/16/13 830 AM ARRAIGNMENT DIST PASADENA COURTHOUSE DEPT NED

ON 09/16/13 AT 830 AM IN PASADENA COURTHOUSE DEPT NED

CASE CALLED FOR ARRAIGNMENT
PARTIES: TERRY SMERLING (JUDGE) JAMES FRANCISCUS (CLERK)
PATTI L. ULLERICH (REP) MARLENE SANCHEZ (DA)
COURT REFERS DEFENDANT TO THE PUBLIC DEFENDER.
PUBLIC DEFENDER APPOINTED. STEVE SCHOENFIELD - P.D.
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY STEVE SCHOENFIELD DEPUTY PUBLIC DEFENDER
A COPY OF THE COMPLAINT AND THE ARREST REPORT GIVEN TO DEFENDANTS COUNSEL.
DEFENDANT WAIVES ARRAIGNMENT, READING OF COMPLAINT, AND STATEMENT OF CONSTITUTIONAL AND STATUTORY RIGHTS.
DEFENDANT WAIVES FURTHER ARRAIGNMENT.
DEFENDANT PLEADS NOT GUILTY TO COUNT 01, 459 PC.
THE COURT ORDERS A PRE-PLEA REPORT PURSUANT TO PENAL CODE SECTION 1203.7.
THE DEFENDANT'S COUNSEL DOES NOT CONSENT TO A PRE-PLEA INTERVIEW.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
THE DEFENDANT DENIES ANY AND ALL SPECIAL ALLEGATIONS.
BAIL SET AT $50,000.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
09/30/13 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ

CUSTODY STATUS: REMANDED TO CUSTODY

ON 09/30/13 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) TIFFANY K. FORSBERG (DA)
THE DEFENDANT IS PRESENT(IN LOCK UP) AND REPRESENTED BY AMY E. LOELIGER DEPUTY PUBLIC DEFENDER
BAIL SET AT $50,000
THE MATTER IS TRAILED FOR PRELIMINARY HEARING ON OCTOBER 10, 2013, AT 8:30 A.M. IN THIS DEPARTMENT.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
NEXT SCHEDULED EVENT:
10/10/13 830 AM PRELIMINARY HEARING DIST PASADENA COURTHOUSE DEPT NEJ

EXHIBIT #2
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CUSTODY STATUS: DEFENDANT REMANDED

ON 10/10/13 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIMINARY HEARING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
TASHA TOWNSEND (REP) ROSALBA GUTIERREZ (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY AMY E. LOELIGER DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000
THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.
.
THE MATTER IS CONTINUED FOR PRELIMINARY HEARING ON NOVEMBER 6, 2013, AT 8:30 A.M. IN THIS DEPARTMENT.

.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
11/06/13 830 AM PRELIMINARY HEARING DIST PASADENA COURTHOUSE DEPT NEJ

CUSTODY STATUS: DEFENDANT REMANDED

ON 11/06/13 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIMINARY HEARING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ROSALBA GUTIERREZ (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY AMY E. LOELIGER DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
COUNT (01) : DISPOSITION: HELD TO ANSWER
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.

THE MATTER IS CALLED FOR PRELIMINARY HEARING.
.
THE DEFENDANT AND COUNSEL WAIVE READING OF THE COMPLAINT AND FURTHER STATEMENT CONSTITUTIONAL RIGHTS.
.
THE DEFENDANT'S MOTION TO EXCLUDE WITNESSES IS GRANTED.
.
RICHARD TAFOYA IS DESIGNATED AS INVESTIGATIVE OFFICER.
.
THE PEOPLE'S WITNESSES, MONICA HEESCH AND RICHARD TAFOYA ARE SWORN AND EXAMINED.
.
THE DEFENDANT'S EXHIBIT A (A DIAGRAM) IS MARKED FOR IDENTIFICATION AND ADMITTED IN EVIDENCE BY REFERENCE ONLY.
.

THE PEOPLE REST.

.

NO AFFIRMATIVE DEFENSE IS OFFERED AND ALL SIDES REST.

.

THE DEFENDANT'S MOTION TO DISMISS COUNT 1 PURSUANT TO PENAL CODE SECTION 871 IS HEARD AND DENIED.

.

THE COURT FINDS SUFFICIENT CAUSE AS TO COUNT 1 AND THE DEFENDANT IS HELD TO ANSWER TO DEPARTMENT NE-F, ON NOVEMBER 21, 2013, AT 8:30 A.M.

.

NO EXHIBITS WERE RECEIVED.

.

A REMAND ORDER IS ISSUED.

.

BAIL SET AT $50,000.
NEXT SCHEDULED EVENT:
FELONY ARRAIGNMENT/PLEA, ON NOVEMBER 21, 2013, IN SUPERIOR COURT OF LOS ANGELES COUNTY, NORTHEAST DISTRICT, DEPT NEF, AT 830 AM.

CUSTODY STATUS: DEFENDANT REMANDED.

01/20/22

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ELECTRONIC DOCKET ON FILE IN THIS OFFICE AS OF THE ABOVE DATE.
SHERRI R. CARTER ,EXECUTIVE OFFICER/CLERK OF SUPERIOR COURT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____, DEPUTY

DEBBIE TRIEU

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Case Number:	PASGA093521-01
Defendant Name:	FONG, ALFREDO FREDDY
Violation Date:	June 24, 2013
Filing Date:	June 12, 2014
Courthouse:	Pasadena Courthouse

CASE INFORMATION

Count	Charge Section	Charge Statute	Plea	Disposition	Disposition Date
01	459	Penal Code	Nolo Contendere	Guilty/Convicted	04/28/2015

EVENTS

Upcoming Scheduled Events

None

Past Events

Date	Time	Location	Dept/Room Number	Events
July 1, 2014	08:30 AM	Pasadena Courthouse	NED	ARRAIGNMENT
July 15, 2014	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
July 29, 2014	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
September 3, 2014	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
September 16, 2014	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
October 23, 2014	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
November 6, 2014	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
December 8, 2014	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING

EXHIBIT #2
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January 27, 2015	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
March 5, 2015	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
March 17, 2015	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
April 16, 2015	08:30 AM	Pasadena Courthouse	NEJ	PRELIM SETTING/RESETTING
April 28, 2015	08:30 AM	Pasadena Courthouse	NEJ	PRELIMINARY HEARING
May 19, 2015	01:00 PM		CLK	DOCKET LINE ENTRY

BAIL

No Information Found

SENTENCING INFORMATION

THE INFORMATION PROVIDED ON THIS WEBSITE CONTAINS ONLY AN EXTRACTION FROM THE COURT RECORD. IT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A FULL AND COMPLETE RECORD OF COURT PROCEEDINGS.

Sentencing Information			
SENTENCING DATE:	April 28, 2015		
For Count(s):	01	PROBATION/MANDATORY SUPERVISION:	
JAIL TERM:	4 YEAR(S) IN ANY STATE PRISON	JAIL TERM:	
BASE FINE/TOTAL FINE:	$0.00	BASE FINE/TOTAL FINE:	$0.00
(OR) Jail term instead of fine:		(OR) Jail term instead of fine:	

Additional Terms	
PROGRAM:	
PROGRAM INSTEAD OF FINE:	

EXHIBIT #2
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ALCOHOL PROGRAM:
LICENSE RESTRICTION/SUSPENSION:

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

NO. GA093521 PAGE NO. 1
THE PEOPLE OF THE STATE OF CALIFORNIA VS. CURRENT DATE 01/20/22
DEFENDANT 01: ALFREDO FREDDY FONG
LAW ENFORCEMENT AGENCY EFFECTING ARREST: ARCADIA POLICE DEPARTMENT

BAIL: APPEARANCE DATE	AMOUNT OF BAIL	DATE POSTED	RECEIPT OR BOND NO.	SURETY COMPANY	REGISTER NUMBER

CASE FILED ON 06/12/14.
COMPLAINT FILED, DECLARED OR SWORN TO CHARGING DEFENDANT WITH HAVING COMMITTED, ON OR ABOUT 06/24/13 IN THE COUNTY OF LOS ANGELES, THE FOLLOWING OFFENSE(S) OF:
COUNT 01: 459 PC FEL
NEXT SCHEDULED EVENT:
07/01/14 830 AM ARRAIGNMENT DIST PASADENA COURTHOUSE DEPT NED

ON 07/01/14 AT 830 AM IN PASADENA COURTHOUSE DEPT NED

CASE CALLED FOR ARRAIGNMENT
PARTIES: TERRY SMERLING (JUDGE) JAMES FRANCISCUS (CLERK)
KARIN YAMASAKI (REP) MARLENE SANCHEZ (DA)
COURT REFERS DEFENDANT TO THE PUBLIC DEFENDER.
PUBLIC DEFENDER APPOINTED. M.R. COGHLAN - P.D.
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY M.R. COGHLAN DEPUTY PUBLIC DEFENDER
A COPY OF THE COMPLAINT AND THE ARREST REPORT GIVEN TO DEFENDANTS COUNSEL.
DEFENDANT WAIVES ARRAIGNMENT, READING OF COMPLAINT, AND STATEMENT OF CONSTITUTIONAL AND STATUTORY RIGHTS.
DEFENDANT WAIVES FURTHER ARRAIGNMENT.
DEFENDANT PLEADS NOT GUILTY TO COUNT 01, 459 PC.
THE COURT ORDERS A PRE-PLEA REPORT PURSUANT TO PENAL CODE SECTION 1203.7.
THE DEFENDANT'S COUNSEL DOES NOT CONSENT TO A PRE-PLEA INTERVIEW.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
THE DEFENDANT DENIES ANY AND ALL SPECIAL ALLEGATIONS.
.
THE COURT STRIKES THE SPECIAL ALLEGATION PURSUANT TO PENAL CODE SECTION 1170.12

BAIL SET AT $50,000.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
07/15/14 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: REMANDED TO CUSTODY

ON 07/15/14 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) BROOK E. WHITE (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY JOHN MONTOYA DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
DEFENDANT WAIVES ARRAIGNMENT, READING OF COMPLAINT, AND STATEMENT OF CONSTITUTIONAL AND STATUTORY RIGHTS.

EXHIBIT #2
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COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
THE PEOPLE FILE AN AMENDED COMPLAINT.

.

THE DEFENDANT ENTERS A PLEA OF NOT GUILTY AND DENIES ALL ALLEGATIONS.

.

THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.

.

THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON JULY 29, 2014, AT 8:30 A.M. IN THIS DEPARTMENT.

.

BAIL SET AT $50,000.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
07/29/14 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 07/29/14 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ROSALBA GUTIERREZ (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000
THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.

.

THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON SEPTEMBER 3, 2014, AT 8:30 A.M. IN THIS DEPARTMENT.

.

COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.

WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
09/03/14 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 09/03/14 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ROSALBA GUTIERREZ (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000
THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY

EXHIBIT #2
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PRELIMINARY HEARING RIGHTS.

THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON SEPETMBER 16, 2014, AT 8:30 A.M. IN THIS DEPARTMENT.

COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
09/16/14 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 09/16/14 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) LOUIS PARISE (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000
THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.

THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON OCTOBER 23, 2014, AT 8:30 A.M. IN THIS DEPARTMENT.

COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
10/23/14 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 10/23/14 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) PAULETTE GIVENS (CLERK)
JOYCE HEDLUND (REP) ROSALBA GUTIERREZ (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
BAIL SET AT $50,000
DEFENSE COUNSEL ADVISES THE COURT THAT A REQUEST FOR DNA DISCOVERY FROM THE DISTRICT ATTORNEY HAS NOT BEEN PROVIDED.

DEFENSE COUNSEL INDICATES IF THE DISCOVERY IS NOT RECEIVED ON 11/06/14, A MOTION FOR SANCTIONS WILL BE MADE.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.

EXHIBIT #2
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WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
11/06/14 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 11/06/14 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ROSALBA GUTIERREZ (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000

THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.
.
THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON DECEMBER 8, 2014, AT 8:30 A.M. IN THIS DEPARTMENT.
.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
12/08/14 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 12/08/14 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ALLISON WILLHITE (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000
THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.
.
THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON JANUARY 27, 2015, AT 8:30 A.M. IN THIS DEPARTMENT.
.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:

01/27/15 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 01/27/15 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ILEAN RICHARD (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000
THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.

.
THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON MARCH 5, 2015, AT 8:30 A.M. IN THIS DEPARTMENT.
.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
03/05/15 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 03/05/15 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ELAINE B. RAMSEY (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000
THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.
.
THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON MARCH 17, 2015, AT 8:30 A.M. IN THIS DEPARTMENT.
.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
03/17/15 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ

DAY 00 OF 15

CUSTODY STATUS: DEFENDANT REMANDED

ON 03/17/15 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ROSALBA GUTIERREZ (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
BAIL SET AT $50,000
THE DEFENDANT WAIVES HIS/HER 10 DAY AND 60 DAY SPEEDY PRELIMINARY HEARING RIGHTS.
.
THE MATTER IS CONTINUED FOR PRELIMINARY HEARING SETTING ON

APRIL 16, 2015, AT 8:30 A.M. IN THIS DEPARTMENT.
.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
WAIVES STATUTORY TIME.
NEXT SCHEDULED EVENT:
04/16/15 830 AM PRELIM SETTING/RESETTING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 00 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 04/16/15 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIM SETTING/RESETTING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) DAMIANA E. MUNDORFF (DA)
DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.

BAIL SET AT $50,000
DEPUTY DISTRICT ATTORNEY BROOK WHITE APPEARS FOR DAMIANA MUNDORFF.
.
THE MATTER IS TRAILED FOR PRELIMINARY HEARING ON APRIL 28, 2015, AT 8:30 A.M. IN THIS DEPARTMENT.
.
COURT ORDERS AND FINDINGS:
-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.
NEXT SCHEDULED EVENT:
04/28/15 830 AM PRELIMINARY HEARING DIST PASADENA COURTHOUSE DEPT NEJ
DAY 08 OF 10

CUSTODY STATUS: DEFENDANT REMANDED

ON 04/28/15 AT 830 AM IN PASADENA COURTHOUSE DEPT NEJ

CASE CALLED FOR PRELIMINARY HEARING
PARTIES: ELAINE LU (JUDGE) ROSA S. ONEAL (CLERK)
JOYCE HEDLUND (REP) ROSALBA GUTIERREZ (DA)

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DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY S. FREIDENREICH DEPUTY PUBLIC DEFENDER
DEFENDANT STATES HIS/HER TRUE NAME AS CHARGED.
DEFENDANT ADVISED OF AND PERSONALLY AND EXPLICITLY WAIVES THE FOLLOWING RIGHTS:
JURY TRIAL OR COURT TRIAL AND PRELIMINARY HEARING
CONFRONTATION AND CROSS-EXAMINATION OF WITNESSES;
SUBPOENA OF WITNESSES INTO COURT TO TESTIFY IN YOUR DEFENSE;
AGAINST SELF-INCRIMINATION;
DEFENDANT ADVISED OF THE FOLLOWING:
THE NATURE OF THE CHARGES AGAINST HIM, THE ELEMENTS OF THE OFFENSE IN THE COMPLAINT, AND POSSIBLE DEFENSES TO SUCH CHARGES;
THE POSSIBLE CONSEQUENCES OF A PLEA OF GUILTY OR NOLO CONTENDERE, INCLUDING THE MAXIMUM PENALTY AND ADMINISTRATIVE SANCTIONS AND THE POSSIBLE LEGAL EFFECTS AND MAXIMUM PENALTIES INCIDENT TO SUBSEQUENT CONVICTIONS FOR THE SAME OR SIMILAR OFFENSES;
THE EFFECTS OF PROBATION;
IF YOU ARE NOT A CITIZEN, YOU ARE HEREBY ADVISED THAT A CONVICTION OF THE OFFENSE FOR WHICH YOU HAVE BEEN CHARGED WILL HAVE THE CONSEQUENCES OF

DEPORTATION, EXCLUSION FROM ADMISSION TO THE UNITED STATES, OR DENIAL OF NATURALIZATION PURSUANT TO THE LAWS OF THE UNITED STATES.
COUNSEL FOR THE DEFENDANT JOINS IN THE WAIVERS AND CONCURS IN THE PLEA.
COURT FINDS THAT EACH SUCH WAIVER IS KNOWINGLY, UNDERSTANDINGLY, AND EXPLICITLY MADE;
THE DEFENDANT PERSONALLY WITHDRAWS PLEA OF NOT GUILTY TO COUNT 01 AND PLEADS NOLO CONTENDERE WITH THE APPROVAL OF THE COURT TO A VIOLATION OF SECTION 459 PC IN COUNT 01. THE COURT FINDS THE DEFENDANT GUILTY.
COUNT (01) : DISPOSITION: CONVICTED
THE COURT FINDS THE OFFENSE IN COUNT 01 TO BE IN THE FIRST DEGREE.
COURT FINDS THAT THERE IS A FACTUAL BASIS FOR DEFENDANT'S PLEA, AND COURT ACCEPTS PLEA.
THE DEFENDANT ADMITS THE PERSON PRESENT ALLEGATION.

NEXT SCHEDULED EVENT:
SENTENCING
DEFENDANT WAIVES ARRAIGNMENT FOR JUDGMENT AND STATES THERE IS NO LEGAL CAUSE WHY SENTENCE SHOULD NOT BE PRONOUNCED. THE COURT ORDERED THE FOLLOWING JUDGMENT:
AS TO COUNT (01):
COURT ORDERS PROBATION DENIED.

SERVE 4 YEARS IN ANY STATE PRISON
COURT SELECTS THE MID TERM OF 4 YEARS AS TO COUNT 01.
DEFENDANT GIVEN TOTAL CREDIT FOR 288 DAYS IN CUSTODY 287 DAYS ACTUAL CUSTODY AND 1 DAYS GOOD TIME/WORK TIME
FORTHWITH
PLUS $40.00 COURT OPERATIONS ASSESSMENT (PURSUANT TO 1465.8(A)(1) P.C.)
$30.00 CRIMINAL CONVICTION ASSESSMENT (PURSUANT TO 70373 G.C.)
COMMITMENT ISSUED
TOTAL DUE: $70.00
IN ADDITION:
-THE DEFENDANT IS TO PAY A RESTITUTION FINE PURSUANT TO SECTION 1202.4(B) PENAL CODE IN THE AMOUNT OF $ 300.00.
-THE DEFENDANT IS TO PAY A PAROLE/POSTRELEASE COMMUNITY SUPERVISION/MANDATORY SUPERVISION RESTITUTION FINE PURSUANT TO SECTION 1202.45 PENAL CODE IN THE AMOUNT OF $ 300.00. SAID FINE

IS ORDERED STAYED UNLESS PAROLE, POSTRELEASE COMMUNITY SUPERVISION OR MANDATORY SUPERVISION IS REVOKED.
-NOT OWN, USE OR POSSESS ANY DANGEROUS OR DEADLY WEAPONS, INCLUDING ANY FIREARMS, KNIVES OR OTHER CONCEALABLE WEAPONS.

COURT ORDERS AND FINDINGS:
-PURSUANT TO PC SECTION 296, THE DEFENDANT IS ORDERED TO PROVIDE BUCCAL SWAB SAMPLES, A RIGHT THUMB PRINT, A FULL PALM PRINT IMPRESSION OF EACH HAND, ANY BLOOD SPECIMENS OR OTHER BIOLOGICAL SAMPLES AS REQUIRED BY THIS SECTION FOR LAW ENFORCEMENT IDENTIFICATION.
THE STATE PRISON SENTENCE IN THIS CASE SHALL RUN CONCURRENT WITH THE SENTENCE IN CASE GA090942-01.
COUNT (01): DISPOSITION: CONVICTED
DMV ABSTRACT NOT REQUIRED
NEXT SCHEDULED EVENT:
PROCEEDINGS TERMINATED

ON 05/19/15 AT 100 PM :

ABSTRACT OF JUDGMENT-STATE PRISON ISSUED AND FILED.
ADULT DISPOSITION AND ARREST INFORMATION FILED AND FORWARDED TO DEPT OF JUSTICE, SACRAMENTO AND TO ARRESTING AGENCY. LM
PROCEEDINGS TERMINATED

09/18/15 ARREST DISPOSITION REPORT SENT VIA FILE TRANSFER TO DEPARTMENT OF JUSTICE

01/20/22

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ELECTRONIC DOCKET ON FILE IN THIS OFFICE AS OF THE ABOVE DATE.
SHERRI R. CARTER ,EXECUTIVE OFFICER/CLERK OF SUPERIOR COURT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____, DEPUTY

DEBBIE TRIEU

EXHIBIT #2
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Comprehensive Ruling Report

Rulings Against: ALFREDO FONG

Legal Name: ALFREDO FONG
Birth Date: [redacted]

35 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:	LAFP010	Date:	9/18/2011
Issued By:	California Horse Racing Board	Facility:	Los Angeles County Fair (Fairplex)
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: LAFP010 Action Type: Initial Ruling Issue Date: 9/18/2011
Action Text:
FAIL TO RIDE MOUNT TO FINISH

Ruling #: 2

Ruling Number:	0754511	Date:	1/7/2011
Issued By:	New Mexico Racing Commission	Facility:	Sunland Park
Ruling Type:	Failure to Follow Facility Regulations		
Division:	Horse	Breed:	Quarter Horse
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 0754511 Action Type: Initial Ruling Issue Date: 1/7/2011
Action Text:
Was late to the Jockey's Quarters for the 10th race on 1/2/2011.

Ruling #: 3

Ruling Number:	0023310	Date:	9/26/2010
Issued By:	New Mexico Racing Commission	Facility:	New Mexico State Fair
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 0023310 Action Type: Initial Ruling Issue Date: 9/26/2010
Action Text:
Failed to be in the paddock in time to ride in the 5th race on 9/25/2010.

Ruling #: 4

Ruling Number:	EMD09-124	Date:	6/20/2009
Issued By:	Washington Racing Commission	Facility:	Emerald Downs
Ruling Type:	Medication/Drug/Alcohol Violation - Human		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Drug:	Marijuana		
Fine Amount:	$ 0	Fine Paid:	N/A
Suspension Start:	6/22/2009	Suspension End:	6/24/2009

Actions:

Alpha Ruling: EMD09-124 Action Type: Initial Ruling Issue Date: 6/20/2009
Action Text:
THREE DAY SUSPENSION/MARIJUANA POSTIVE/FIRST OFFENSE

Ruling #: 5

Ruling Number:	EMD09-069	Date:	5/15/2009

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Issued By:	Washington Racing Commission	Facility:	Emerald Downs
Ruling Type:	General/Miscellaneous Rulings		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: EMD09-069 Action Type: Initial Ruling Issue Date: 5/15/2009

Action Text:

PROBATION/CONDUCT

Ruling #: 6

Ruling Number:	HRTH36	Date:	12/5/2007
Issued By:	California Horse Racing Board	Facility:	Hollywood Park
Ruling Type:	Failure to Honor Declaration/Engagement		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 300	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: HRTH 36 Action Type: Initial Ruling Issue Date: 12/5/2007

Action Text:

FAILED TO FULFILL JOCKEY AGREEMENT, CAUSING THE LATE DECLARATION OF MOUNT "WINGO BOY" ON 11/24/2007

Ruling #: 7

Ruling Number:	HRTH036	Date:	12/5/2007
Issued By:	California Horse Racing Board	Facility:	Hollywood Park
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A

Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 300	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: HRTH036 Action Type: Initial Ruling Issue Date: 12/5/2007

Action Text:

FAIL/FULFILL JOCKEY AGREEMENT

Ruling #: 8

Ruling Number:	HRTH20	Date:	11/24/2007
Issued By:	California Horse Racing Board	Facility:	Hollywood Park
Ruling Type:	Failure to Report or Appear		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: HRTH 20 Action Type: Initial Ruling Issue Date: 11/24/2007

Action Text:

FAILURE TO REVIEW FILMS

Ruling #: 9

Ruling Number:	HRTH020	Date:	11/24/2007
Issued By:	California Horse Racing Board	Facility:	Hollywood Park
Ruling Type:	Failure to Report or Appear		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: HRTH020 Action Type: Initial Ruling Issue Date: 11/24/2007

Action Text:
FAIL REVIEW FILMS

Ruling #: 10

Ruling Number:	LAFP005	Date:	9/13/2007
Issued By:	California Horse Racing Board	Facility:	Los Angeles County Fair (Fairplex)
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: LAFP005 Action Type: Initial Ruling Issue Date: 9/13/2007
Action Text:
FAIL FULFILL JOCKEY AGREEMENT

Ruling #: 11

Ruling Number:	LAFP005	Date:	9/13/2007
Issued By:	California Horse Racing Board	Facility:	Los Angeles County Fair (Fairplex)
Ruling Type:	Failure to Honor Declaration/Engagement		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: LAFP 005 Action Type: Initial Ruling Issue Date: 9/13/2007
Action Text:
FAILURE TO FULFILL JOCKEY AGREEMENT

Ruling #: 12

Ruling Number:	SJFJ009	Date:	6/24/2007
Issued By:	California Horse Racing Board	Facility:	Stockton
Ruling Type:	Careless/Unsafe/Improper		

Riding or Driving

Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: SJFJ009 Action Type: Initial Ruling Issue Date: 6/24/2007

Action Text:

CAUSE INTERFERENCE 6/23/07

Ruling #: 13

Ruling Number:	OTTS032	Date:	10/28/2006
Issued By:	California Horse Racing Board	Facility:	Oak Tree At Santa Anita
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 50	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: OTTS032 Action Type: Initial Ruling Issue Date: 10/28/2006

Action Text:

LATE TO JOCKEYS ROOM

Ruling #: 14

Ruling Number:	DMTD032	Date:	7/28/2006
Issued By:	California Horse Racing Board	Facility:	Del Mar
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: DMTD032 Action Type: Initial Ruling Issue Date: 7/28/2006
Action Text:
ALTER COURSE W/O CLEARANCE

Ruling #: 15

Ruling Number:	DMTD019	Date:	7/28/2006
Issued By:	California Horse Racing Board	Facility:	Del Mar
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: DMTD019 Action Type: Initial Ruling Issue Date: 7/28/2006
Action Text:
ALTERING COURSE W/O SUFF CLEAR

Ruling #: 16

Ruling Number:	HRTH032	Date:	5/15/2006
Issued By:	California Horse Racing Board	Facility:	Hollywood Park
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: HRTH032 Action Type: Initial Ruling Issue Date: 5/15/2006
Action Text:
F/T MAINTAIN A STRAIGHT COURSE

Ruling #: 17

Ruling Number:	HRTH013	Date:	11/19/2005

Issued By:	California Horse Racing Board	Facility:	Hollywood Park
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: HRTH013 Action Type: Initial Ruling Issue Date: 11/19/2005

Action Text:

APPRENTICESHIP EXTENDS 12/12

Ruling #: 18

Ruling Number:	DMTD062	Date:	8/15/2005
Issued By:	California Horse Racing Board	Facility:	Del Mar
Ruling Type:	Failure to Report or Appear		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 50	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: DMTD062 Action Type: Initial Ruling Issue Date: 8/15/2005

Action Text:

FAIL/REVIEW FILMS PER BOS

Ruling #: 19

Ruling Number:	DMTD041	Date:	8/5/2005
Issued By:	California Horse Racing Board	Facility:	Del Mar
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: DMTD041 Action Type: Initial Ruling Issue Date: 8/5/2005

Action Text:

FAIL/CONTROL HIS MOUNT

Ruling #: 20

Ruling Number:	DMTD005	Date:	7/25/2005
Issued By:	California Horse Racing Board	Facility:	Del Mar
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: DMTD005 Action Type: Initial Ruling Issue Date: 7/25/2005

Action Text:

APPRENTICESHIP EXTENDS TO 9/22

Ruling #: 21

Ruling Number:	BRTB021	Date:	2/27/2005
Issued By:	California Horse Racing Board	Facility:	Unknown
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: BRTB021 Action Type: Initial Ruling Issue Date: 2/27/2005

Action Text:

ALTR CRS W/OUT SUFF CLR/CSE IN

Ruling #: 22

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Ruling Number:	21	Date:	2/27/2005
Issued By:	California Horse Racing Board	Facility:	Bay Meadows
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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:	3/9/2005	Suspension End:	3/30/2005

Actions:

Alpha Ruling: 21 Action Type: Initial Ruling Issue Date: 2/27/2005

Action Text:

SUSPENDED (9, 10, 16, 17, 23, 24, 25, 26, 27, 30) -- INTERFERENCE

Ruling #: 23

Ruling Number:	BRTB017	Date:	2/23/2005
Issued By:	California Horse Racing Board	Facility:	Unknown
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: BRTB017 Action Type: Initial Ruling Issue Date: 2/23/2005

Action Text:

FAIL 2 MAINT STR8 CRS/CSE INTR

Ruling #: 24

Ruling Number:	17	Date:	2/23/2005
Issued By:	California Horse Racing Board	Facility:	Bay Meadows
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A

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Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 0	Fine Paid:	N/A
Suspension Start:	3/2/2005	Suspension End:	3/6/2005

Actions:

Alpha Ruling: 17 Action Type: Initial Ruling Issue Date: 2/23/2005

Action Text:

FAILED TO MAINTAIN A STRAIGHT COURSE.

Ruling #: 25

Ruling Number:	BRTB002	Date:	2/2/2005
Issued By:	California Horse Racing Board	Facility:	Unknown
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: BRTB002 Action Type: Initial Ruling Issue Date: 2/2/2005

Action Text:

FAIL 2 MAINT STR8 CRS/CSE INTR

Ruling #: 26

Ruling Number:	2	Date:	2/2/2005
Issued By:	California Horse Racing Board	Facility:	Bay Meadows
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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:	2/5/2005	Suspension End:	2/11/2005

Actions:

Alpha Ruling: 2 Action Type: Initial Ruling Issue Date: 2/2/2005

Action Text:

FAILED TO MAINTAIN A STRAIGHT COURSE.

Ruling #: 27

Ruling Number:	PRTG044	Date:	1/22/2005
Issued By:	California Horse Racing Board	Facility:	Golden Gate Fields
Ruling Type:	Unknown		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: PRTG044 Action Type: Initial Ruling Issue Date: 1/22/2005

Action Text:

FAIN 2 MAINT STR8 CRS/CSE INTR

Ruling #: 28

Ruling Number:	054001	Date:	1/3/2005
Issued By:	Illinois Racing Board	Facility:	Hawthorne
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 1500	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 054001 Action Type: Initial Ruling Issue Date: 1/3/2005

Action Text:

APPRENTICE JOCKEY ALFREDO FONG IS HEREBY ASSESSED A CIVIL PENALTY OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1500.00) FOR PERMITTING HIS MOUNT TO CROSS IN FRONT OF THE HORSE GIVE ME VICTORY WITHOUT BEING CLEAR AND JOSTLING THE HORSE MAKE A STATEMENT DURI

Ruling #: 29

Ruling Number:	044431	Date:	12/4/2004
Issued By:	Illinois Racing Board	Facility:	Hawthorne
Ruling Type:	Failure to Report or		

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	Appear		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 50	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 044431 Action Type: Initial Ruling Issue Date: 12/4/2004

Action Text:

APPRENTICE JOCKEY ALFREDO FONG IS HEREBY ASSESSED A CIVIL PENALTY OF FIFTY DOLLARS ($50.00) FOR FAILING TO BE PRESENT TO REVIEW FILMS ON DECEMBER 4 2004 AS INSTRUCTED BY THE STEWARDS.

Ruling #: 30

Ruling Number:	044363	Date:	11/7/2004
Issued By:	Illinois Racing Board	Facility:	Hawthorne
Ruling Type:	Unknown		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 50	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 044363 Action Type: Initial Ruling Issue Date: 11/7/2004

Action Text:

APPRENTICE JOCKEY ALFREDO FONG JR. IS HEREBY ASSESSED A CIVIL PENALTY OF FIFTY DOLLARS ($50.00) FOR FAILING TO HAVE THE CHIN STRAP OF HIS HELMET FASTENED WHILE GALLOPING BACK AFTER THE RUNNING OF THE NINTH RACE ON NOVEMBER 6 2004 AT HAWTHORNE RACE COURSE.

Ruling #: 31

Ruling Number:	044339	Date:	10/15/2004
Issued By:	Illinois Racing Board	Facility:	Hawthorne
Ruling Type:	License Denied, Rescinded, Revoked, Suspended, Withdrawn or Exclusion		
Division:	Unknown	Breed:	Unknown

EXHIBIT #4
PAGE 13-18

Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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:	10/21/2004	Suspension End:	10/26/2004

Actions:

Alpha Ruling: 044339 Action Type: Initial Ruling Issue Date: 10/15/2004

Action Text:

APPRENTICE JOCKEY ALFREDO FONG JR. IS HEREBY SUSPENDED FIVE (5) RACING DAYS (THURSDAY 10/21; FRIDAY 10/22; SATURDAY 10/23; SUNDAY 10/24 AND WEDNESDAY 10/27/04) FOR CROSSING IN FRONT OF A HORSE INTO THE RUN TO THE FIRST TURN AND CROSSING IN FRONT

Ruling #: 32

Ruling Number:	041136	Date:	9/8/2004
Issued By:	Illinois Racing Board	Facility:	Arlington Park
Ruling Type:	Misuse of Whip		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 041136 Action Type: Initial Ruling Issue Date: 9/8/2004

Action Text:

APPRENTICE JOCKEY ALFREDO FONG JR. IS HEREBY ASSESSED A CIVIL PENALTY OF ONE HUNDRED DOLLARS ($100.00) FOR STRIKING A PONY WITH HIS WHIP IN THE POST PARADE OF THE FIRST RACE ON MONDAY SEPTEMBER 6 2004.

Ruling #: 33

Ruling Number:	041122	Date:	8/21/2004
Issued By:	Illinois Racing Board	Facility:	Arlington Park
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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:	8/25/2004	Suspension End:	8/28/2004

Actions:

Alpha Ruling: 041122 Action Type: Initial Ruling Issue Date: 8/21/2004
Action Text:
APPRENTICE JOCKEY ALFREDO FONG JR. IS HEREBY SUSPENDED THREE (3) RACING DAYS (WEDNESDAY AUGUST 25TH; THURSDAY AUGUST 26TH AND FRIDAY AUGUST 27 2004 INCLUSIVE) FOR CROSSING IN FRONT OF AND JOSTLING SEVERAL HORSES DURING THE RUNNING OF THE SEVENTH RACE

Ruling #: 34

Ruling Number:	041116	Date:	8/8/2004
Issued By:	Illinois Racing Board	Facility:	Arlington Park
Ruling Type:	Disorderly Conduct		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 041116 Action Type: Initial Ruling Issue Date: 8/8/2004
Action Text:
APPRENTICE JOCKEY ALFREDO FONG IS HEREBY ASSESSED A CIVIL PENALTY OF ONE HUNDRED DOLLARS ($100.00) FOR BEHAVING IN AN UNPROFESSIONAL MANNER.

Ruling #: 35

Ruling Number:	SAC03-045	Date:	8/1/2003
Issued By:	California Horse Racing Board	Facility:	Unknown
Ruling Type:	Unknown		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: SAC 03-045 Action Type: Initial Ruling Issue Date: 8/1/2003
Action Text:
TEMPORARY LICENSE TERMINATED -- MISREPRESENTATION OF LICENSE APPLICATION.

Florida dbpr Department of Business & Professional Regulation

Division of Pari-Mutuel Wagering
Office of Operations
2601 Blair Stone Road
Tallahassee, FL 32399-1037
Phone: 850.488.3211 • Fax: 850.410.5350

Melanie S. Griffin, Secretary

Ron DeSantis, Governor

March 15, 2022

Mr. Alfredo Fong
501 South Bayview Boulevard
Oldsmar, Florida 34677

RE: Application No. 230510, Entity 7075034
1021 - PMW Professional Individual Occupational

Dear Mr. Fong:

We have received the additional information you submitted, however, we are still unable to complete the processing of your application. The item(s) checked below is either missing or requires correction before the processing of your application can be completed:

You must provide the court disposition records for the following charges:
- Los Angeles County, California Arrest(s) – 05/06/2011, 10/26/2011 and 08/31/2013.

Note: If you cannot obtain the requested court disposition 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.

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 have an outstanding balance and would like to submit your payment by telephone, please call 850.487.1395.

If you fail to provide the Division with a complete application within 120 days of this notice your application shall lapse and no longer be processed by the Division. 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 Division Rule.

Checks or money orders should be made payable to the Department of Business and Professional Regulation or DBPR. **Return the missing document and/or information to the address provided above, attention PMW Licensing Section.** If you have any questions please call 850.487.1395.

Thank you,

Miriam Achens
Operations Analyst II

Rounds, LeeAnn

From: Freddy Fong <freddyfong13777@gmail.com>
Sent: Tuesday, June 28, 2022 5:46 PM
To: Rounds, LeeAnn
Subject: Licensing recommendation

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

6-28-2022

Re: Freddy Fong Jockey licensing approval at Tampa Bay Downs

Dear Ms. Rounds,

Thank you for your help with my jockey licensing approval at Tampa Bay Downs. While I I understand that I have made some mistakes in the past, I have paid for them greatly. I have matured since then and have changed my life for the better. I believe that an opportunity to return to work that I enjoy and am good at would be best for everyone. I understand that I will have to start over in my career, but ask that I am not held back by prior mistakes.

Thank you for your time.

Sincerely Freddy Fong, Jr.

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Rounds, LeeAnn

From: Ron Potts <ronpottsracing@gmail.com>
Sent: Wednesday, June 22, 2022 5:32 PM
To: Rounds, LeeAnn
Subject: Freddy Fong

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

To the best of my knowledge Freddy has been on the straight. He galloped for me this winter and I had no problems with him. I hope this letter of recommendation finds you well. Ron Potts

EXHIBIT #4
PAGE 18-18

Mahalingam, Rajani

From: Kitchens, Randall
Sent: Monday, June 13, 2022 2:53 PM
To: Mahalingam, Rajani
Cc: Muniz, Luz; Campbell, Ian; Futrell, Michelle; Donaldson, David; Ricks, Glenda
Subject: Investigations Referral 1021 - File 42483 - Entity 7075034

Good afternoon,

Ms. Mahalingam, can you please open a case for Alfredo Fong. His 90-day deadline is 09/01/2022. Please see the Application Routing Slip in Onbase for all Supporting Documents.

Thank you!

Randall Kitchens, Operations Analyst II
Division of Pari-Mutuel Wagering – Office of Operations
Florida Department of Business and Professional Regulation
2601 Blair Stone Road, Tallahassee, Florida 32399-1037
Phone: (850) 488-3211 ~ Fax: (850) 410.5350

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **rmahalinga**

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 **06/30/2005**

File # **42483** Name **FONG, ALFREDO** Extended To

License # **7075034** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **7075034** Lic Status **App Expired**

Address

Street # **11550** Street **INNFIELDS DR.**

Line 2

Line 3

City **ODESSA** State **FL** Zip **33556**

Routing

Other

1st License Date **07/03/2004** Rank Date **07/03/2004** Certificate #

Method **I-S-1020** Status Date **05/05/2022** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	JCKY - Jockey	04/24/2004	
I	TBRD - Thoroughbred	04/24/2004	
L	325 - Calder Race Crs	07/03/2004	

Alt Keys

BEST LIC NBR **7075034**

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4. Discussion of default final orders

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Jose Eliel Chirinos Case No. 2021-055168; Default Final Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the permanent exclusion of Jose Eliel Chirinos ("Respondent") from all pari-mutuel and slot facilities in the state of Florida. By failing to respond to the properly served administrative complaint seeking to exclude him, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order excluding Respondent from all pari-mutuel and slot facilities in the state of Florida.

Background

On June 28, 2021, Respondent was a patron of Magic City Casino.[1] Respondent did not follow the policies of the facility and pushed and slapped an employee. Respondent was arrested following the incident. Respondent was permanently excluded from Magic City Casino[2], on June 28, 2021.

Based on his exclusion from Magic City Casino, the Division served Respondent with an administrative complaint seeking his exclusion from all pari-mutuel and slot facilities in the state of Florida. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[3] to file a written response to the administrative complaint. The Respondent was served on August 29, 2022 which means the Respondent had until September 19, 2022 to respond. He has never responded.

[1] Magic City Casino is operated by a pari-mutuel wagering permitholder that also possesses a slot machine and cardroom license.

[2] Pari-mutuel permitholders and slot machine licensees have the right to exclude patrons. §§ 550.0251(6); 551.112, Fla. Stat.

[3] *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.")

Analysis

Respondent can be excluded from all pari-mutuel and slot machine facilities in this state. Section 550.0251(6), Florida Statutes, provides, in relevant part, 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." Likewise, section 551.112, Florida Statutes, provides, in relevant part "[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." Magic City Casino is both a pari-mutuel facility and slot machine licensee in this state. And Respondent was ejected from it. Accordingly, Respondent can be excluded from all pari-mutuel and slot machine facilities in this state.

Because Respondent failed to file a timely response to the properly served administrative complaint seeking to exclude him from all pari-mutuel and slot machine facilities in this state, he waived his right to request a hearing. Therefore, the Florida Gaming Control Commission may enter a final order excluding Respondent from all pari-mutuel and slot machine facilities in this state.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order permanently excluding Jose Eliel Chirinos from all pari-mutuel and slot machine facilities in this state.

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Evette Lawson-Proctor
Date 2/8/2022
File #

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

DEPARTMENT OF BUSINESS
AND PROFESSIONAL REGULATION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

DBPR Case No.: 2021-055168

v.

JOSE ELIEL CHIRINOS,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Jose Eliel Chirinos ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering, slot machines, and cardroom operations pursuant to Chapters 550, 551, and 849, Florida Statutes.

2. At all times material hereto, Respondent's address was reported as 12200 Fleming Drive, APT# 409, Houston, Texas 77013.

3. At all times material hereto, Magic City Casino was a facility operated by a permitholder authorized to conduct pari-mutuel wagering, slot machines, and cardroom operations in the State of Florida.

4. On or about 6/28/2021, Respondent was a patron of Magic City Casino.

5. On or about June 28, 2021, Respondent was ejected and permanently excluded from Magic City 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 the state, the division 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 division. The division 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 division 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 division. The division 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 supplied).

8. Based on the foregoing, Respondent violated Sections 550.0251(6) and 551.112, Florida Statutes and is subject to exclusion from all licensed pari-mutuel wagering facilities and any facility of a slot machine licensee in the State of Florida based on his ejection from Magic City Casino on or about June 28, 2021.

WHEREFORE, Petitioner respectfully requests the Division Director 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, along with any other remedy provided by Chapters 550 and 551, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for DBPR Case Number 2021-055168 is signed this 7th day of February 2022.

/s/ Eric Saccomanno

Eric Saccomanno
Assistant General Counsel
FBN: 1032559
Department of Business and Professional Regulation
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1786
Facsimile: (850) 921-1311
Primary: Eric.Saccomanno@MyFloridaLicense.com
Secondary: Ebonie.Lanier@MyFloridaLicense.com

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.

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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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1098 - Unlicensed Complaints**			Status	**90 Closed**	Status Date	**01/26/2022**
Complaint #	**2021055168**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**CHIRINOS, JOSE ELIEL**	Responsible	**jminaya - MINAYA, JULIO**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	**2**
Class'n	**I-H - Violation of Wagering Prohibitions**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**06/28/2021**
Region	**SR - Southern Region**	Received	**11/30/2021**
Reference	**550.0251(6)**		
Entered	**11/30/2021**	Entered By	**lmuniz**

Summary: **155-West Flagler Associates, LTD ---------- / ---------- . The powers and duties of the Division of Pari-mutuel Wagering of the Department of Business and Professional Regulation- The division shall administer this chapter and regulate the pari-mutuel industry under this chapter and the rules adopted pursuant thereto and: On June 28, 2021, Jose Eliel CHIRINOS was observed by Magic City Casino security drinking an alcoholic beverage at a slot machine while playing without wearing a mask. Not wearing a mask is against casino policy and CHIRINOS was asked to finish drinking his alcoholic beverage at the bar. CHIRINOS appeared to be intoxicated and was no longer served alcohol. CHIRINOS is later seen without a mask and is asked to leave the property. He became belligerent and slapped the security supervisor several times. After being restrained by security, CHIRINOS was handcuffed by a Miami Police Officer and taken to the security office where he continues to fight with the officer. He is placed under arrest, and removed from the premises. He is permanently excluded by the facility.**

Updated **01/26/2022 14:55:46** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

57 Change | Save | OK | Cancel | Back

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Florida dbpr Department of Business & Professional Regulation

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

Melanie S. Griffin, Secretary

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**November 30, 2021**	**2021 05 5168**

Respondent:	Complainant:
CHIRINOS, JOSE ELIEL [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 WEST COMMERCIAL BLVD STE. 165** **FT. LAUDERDALE, FL 33309**

License # and Type:	Profession:	Report Date:
1098	**PATRON**	**January 19, 2022**

Period of Investigation:	Type of Report:
November 30, 2021 through January 19, 2022	**FINAL**

Alleged Violation: 550.0251 The powers and duties of the Division of Pari-mutuel Wagering of the Department of Business and Professional Regulation- The division shall administer this chapter and regulate the pari-mutuel industry under this chapter and the rules adopted pursuant thereto and:

(6) In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 or the rules of the division. The division 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. The division may authorize any person who has been ejected or excluded from pari-mutuel facilities in this state or another state to attend the pari-mutuel facilities in this state upon a finding that the attendance of such person at pari-mutuel facilities would not be adverse to the public interest or to the integrity of the sport or industry, however, this subsection shall not be construed to abrogate the common-right of a pari-mutuel permit holder to exclude absolutely a patron in this state.

Synopsis: On June 28, 2021, Jose Eliel **CHIRINOS** was observed by Magic City Casino security drinking an alcoholic beverage at a slot machine while playing without a facial mask. Not wearing a facial mask is against casino policy and **CHIRINOS** was asked to finish drinking his alcoholic beverage at the bar. **CHIRINOS** appeared to be intoxicated and was no longer served alcohol. **CHIRINOS** is later seen without a mask and is asked by security to leave the property. He became belligerent and slapped the Security Supervisor several times. After being restrained by security, **CHIRINOS** was handcuffed by a Miami Police Officer and taken to the security office where he was permanently excluded and placed under arrest. **(Exhibit # 1 & 7)**

Related Case:

Investigator / Date	Investigator Supervisor / Date
Raul Suau / January 19, 2022	Julio Minaya / January 20, 2022

Chief of Investigations / Date

/S/ Steven E. Kogan

Steven E. Kogan / January 26, 2022

CONTINUATION

On July 1, 2021, this investigator received a Trespass list from Magic City Casino. A review of this list revealed that an individual by the name of Jose Eliel **CHIRINOS** had been permanently excluded by the facility for Disorderly Conduct and was arrested. This incident was documented under Magic City Casino Incident Report #IN20210003129. **(Exhibit # 1 & 2)**

On July 2, 2021, I requested and obtained copies of the above Incident Report from Magic City Casino Compliance Officer Julie Noonan. I also requested video footage of the incident. **(Exhibit # 2)**

A review of Incident Report #IN20210003129 revealed the following;

On June 28, 2021, at approximately 12:16 P.M., a patron identified as Jose Eliel **CHIRINOS** visited Magic City Casino and preceded to walk the gaming floor and play on numerous Slot machines while not wearing a facial mask; a clear violation of the facility's Covid-19 policy as it relates to the wearing of facial masks.[1] On numerous occasions **CHIRINOS** was observed by Security Supervisor Sebastian Casado, not wearing his facial mask. On one occasion **CHIRINOS** was observed by Casado drinking an alcoholic beverage while playing on slot machine 2-8-4. He was instructed by Casado to return to the bar area and finish his drink there. **CHIRINOS** complied however, after finishing his beverage, he returned to the same machine without his face mask on. Again he is approached by Casado and instructed to wear his mask. Because **CHIRINOS** appeared to be intoxicated Casado instructed the bar staff not to sell him any additional alcoholic beverages. According to the incident report, Casado also informed **CHIRINOS** that he would no longer be sold alcoholic beverages. **CHIRINOS** continues to play on the slot machine but after a few seconds he stands up and walks away and proceeds to walk the gaming floor without wearing his face mask until he finds another machine that he wants to play on.

According to the Incident Report, at approximately 12:19 P.M., **CHIRINOS** is seated at machine 2-7-1 not wearing his face mask. He is approached by Casado who again instructs him that he needs to wear his mask. At this point **CHIRINOS** pushes Casado, and then slap's him numerous times before Casado defends himself by pushing **CHIRINOS** to the ground where he remains until Miami Police Officers working the facility detail respond placing **CHIRINOS** in handcuffs and escorting him off the floor and to the security office. Once in the security office **CHIRINOS** was permanently excluded from the facility and placed under arrest. **(Exhibit # 2 & 3)**

On September 14, 2021, this investigator received and reviewed surveillance footage of this incident. The incident as documented by the security staff in there Incident Report corroborates what was observed by this investigator in the surveillance video. **(Exhibit # 4)**

When arrested **CHIRINOS** identification was a Texas driver's license with the address of [redacted] An Accurint check was conducted to confirm his true residence. The following was noted:

Accurint indicates that **CHIRINOS's** most recent addresses have been; [redacted] **Exhibit # 5)**

[1] Magic City Casino's Covid-19 Policy requires that all patrons wear a facial mask while inside the facility.

CONTINUATION

A check of the Miami-Dade County Clerk of Courts, revealed that **CHIRINOS** was charged with Misdemeanor Battery, Disorderly Intoxication and Criminal Mischief. His case is still pending adjudication. **(Exhibit # 6)**

On January 19, 2022, I contacted Director of Compliance Julie Noonan and requested and obtained a copy of the Covid-19 policy for Magic City Casino. **(Exhibit # 7)**

Case closed by Investigations and forwarded to Legal for further review and possible statewide exclusion from all Pari-Mutuel Facilities.

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3. Copy of Trespass Warning…… 1-1
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6. Copy of Criminal Case From Miami-Dade Clerk of Courts…… 1-4
7. Copy of Magic City Entry Policy ……. 1-1

DATE	LAST NAME	FIRST NAME	DOB	CITY	STATE	ZIP	HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR	TYPE/ BUILD	LENGTH	INCIDENT TYPE	REPORT #	PHOTO TAKEN	ARRESTED	DRIVER LICENSE
[redacted]																	
6/28/2021	Chirinos	Jose Eliel	[redacted]	[redacted]	[redacted]	[redacted]	5'8	171	Black	Brown	Normal	Permanent	Disorderly Conduct / Arrested	IN20210003129	Y	Y	[redacted]
[redacted]																	

EXHIBIT # 1
PAGE3 # 1

Incident File Summary Report

iTrak Incident Reporting and Risk Management System Version
2020.1.0.05202

Incident Number:	IN20210003129
Date/Time Occurred:	6/28/2021 12:22:58 PM
Day of Week:	Monday
Created by:	scasado

Printed By: vsuarez

Printed On: 7/ 2/2021 at 2:45:17 PM

Incident File # :	IN20210003129	**Record Creation Details**	
Date/Time Occurred:	6/28/2021 12:22:58 PM	Department:	Security
Day of Week Occurred:	Monday	Owner:	scasado
Date/Time Created:	6/28/2021 4:08:26 PM	Operator ID:	scasado
Date/Time Closed:		Operator Name:	
Closed By:		Personnel ID:	

Location of Incident:

Property:	Magic City Casino
Location:	Casino Floor
Sublocation:	

Details of Incident:

Daily Log #:	DL20210020816
Incident Type:	Disorderly Conduct / Arrested
Specific:	Arrested
Category:	
Incident Status:	Open
Synopsis:	On Monday June 28th, 2021 approximately 12:16 P.M. Security Supervisor was walking the casino floor when he notices an unidentified male patron drinking an alcoholic beverage with no mask. MPD was requested Male patron was escorted to security and arrested. Trespass Warning was not signed due to unknown male patron be arrested. Fire rescue was on property and denied by unknown male patron.
Checklist:	
Narrative:	

Created On	Created By	Modified On	Modified By
6/28/2021 4:08:28 PM	scasado	6/29/2021 10:05:03 AM	scasado

On Monday June 28th, 2021 approximately 12:16 P.M. Security Supervisor Sebastian Casado was walking the casino floor when he notices an unidentified male patron drinking an alcoholic beverage with no mask on at machine 2-8-4. S.S. Casado approached unidentified male patron later identified as Jose Eliel Chirinos. Mr. Chirinos returns to the bar area to finish his drink, and then returns to the machine without the mask. S.S. Casado approached Mr. Chirinos at machine 2-8-4 again at 12:16 P.M. to advise that he needs to have his mask on the casino floor at all times. Mr. Chirinos appears to be intoxicated based on his slur of words. Bartender Yaneisy Perez called S.S. Casado over and advised that the patron seems a bit intoxicated and only had two alcoholic drinks on Magic City Casino property. S.S. Casado advised bartender that Mr. Chirinos will be cut from the bar. S.S. Casado then sees Mr. Chirinos mask not on properly again on machine 2-7-1 S.S. Casado approached Mr. Chirinos at 12:19 P.M. to advised about being cut from the bar and the mask. S. S. Casado advised about his mask and Mr. Chirinos responds “Fuck you’ and stick his middle finger at S.S. Casado. S.S. Casado advised Mr. Chirinos he needs to cash his ticket out and go home for the day. Mr. Chirinos responds “Fuck you” and pushed S.S. Casado. S.S. Casado request MPD and points at Mr. Chirinos advising him not to touch S.S. Casado. Mr. Chirinos slaps S.S. Casado hand and S.S. Casado advised him to not touch him again. Mr. Chirinos slaps S.S.

EXHIBIT # 2
PAGE # 2

Reporting Party:	Supervisor:

Casado's hand a third time and S.S. Casado out of self-defense pushes Mr. Chirinos to the floor to avoid further altercation. Mr. Chirinos falls over a couple of chairs onto the floor and on his stomach. MPD arrives and places cuffs on Mr. Chirinos. Which then he starts screaming. Another MPD officer arrives to assist to look for identification. Mr. Chirinos then starts screaming at MPD and tries to swing while cuffed. Mr. Chirinos was brought to the security office where he became even more belligerent and begins swinging and kicking at MPD. Fire Rescue was called and arrived. Mr. Chirinos denied any Fire Rescue and Fire Rescue left property. Mr. Chirinos was arrested. Mr. Chirinos was excluded permanently from Magic City Casino. Trespass Warning Form was not signed due to Mr. Chirinos being arrested. Mr. Chirinos provided an address verbally that he's staying at to MPD Gilbert Perez. [redacted].

Case #2106280042250

Executive Brief:

Participants Involved:

Personnel:	SEBASTIAN CASADO	Property:	Magic City Casino
Date of Birth:	[redacted]	Department:	Security
Role:	Security Supervisor		
Personnel:	Yaneisy Perez	Property:	Magic City Casino
Date of Birth:		Department:	Food & Beverage
Role:	Bartender		
Subject:	Jose Eliel Chirinos	Company:	
Date of Birth:	[redacted]		
Role:	Patron		

EXHIBIT # 2
PAGE # 3

Reporting Party:

Supervisor:

EXHIBIT # 2
PAGE # 4

Reporting Party:

Supervisor:

MAGIC CITY
CASINO

TRESPASS WARNING

NAME / LAST NAME: Jose Eliel Chirinos

DRIVER LICENSE [redacted] D.O.B. [redacted]

ADDRESS: [redacted]

RACE: H SEX: M HEIGHT: 5'8 WEIGHT: 170 HAIR: Black EYES: Brown

REASON FOR TRESPASSING: Disorderly Conduct

The above-named person was advised to stay off MAGIC CITY CASINO property for a period of:

☐ 24 Hrs ☐ 3 Days ☐ 7 Days ☐ 30 Days ☐ 3 Months ☐ 6 Months ☐ 1 Year ☐ 2 Year ☑ Permanent

This warning was given on 6/28/21 at 12:45 P.M. hours.

If the above-named person returns onto said property during the stated period of time, it may result in his/her ARREST for Criminal Trespass, in accordance with the applicable provisions of Chapter 810 Florida Statutes.

SUBJECT'S SIGNATURE: Did not sign

CASE #: 210628004250 ARRESTED: ☑ YES ☐ NO

SECURITY AGENT: 343 DATE: 6/28/21

POLICE OFFICER / WITNESS: 4 C704

☑ Warned by MPD referenced trespass after warning

EXHIBIT # 3
PAGE # 1

State of Florida
Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering
Investigations Section

PROPERTY RECEIPT

Complaint # 2021-05-5168 Date 9/14/21 Lab # _____

Item No.	Quantity	Description
1	1	IN2021000325
		JOSE LUIS CHIRINOS
		Disorderly Conduct & Arrest

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 # 4
PAGE # 1

CASE INFORMATION

Court Case No.: M21013359 **State Case No.:** 132021MM0133590001XX
Name: CHIRINOS, JOSE ELIEL **Date of Birth:** [redacted]
Date Filed: 06/29/2021 **Date Closed:** **Warrant Type:**
Assessment Amount: $50.00 **Balance Due:** $50.00 **Stay Due Date:**
Previous Case: **Next Case:**
Judge: ALVAREZ-ZANE, BETSY **Defense Attorney:** PUBLIC DEFENDER APPOINTMENT, ASSIGN
Bfile Section: M004 **File Location:** FUTURE CTDT WALL **Box Number:**

HEARING

Hearing Date: 02/03/2022 **Hearing Time:** 11:15 **Hearing Type:** R
Court Room: REGJB - JUSTICE BUILDING, ROOM No.: 4-10
Address: 1351 N.W. 12 ST

CHARGES

Seq No.	Charge	Charge Type	Disposition
1	CRIM MIS/200-1000	MISDEMEANOR	

DOCKETS

Seq. No.	Date	Book/Page	Docket
38	01/06/2022		E-SUBPOENA: CABRALES, YOVANI ID: 001-43565 FOR: TRIAL ON 02/16/2022 AT 09:30 ISSUED BY: CJIS SENT: 01/06/2022 RECD/NOTFD: ACKN: 01/06/2022 S
37	01/06/2022		E-SUBPOENA: SOTOMAYOR, GALO ID: 001-06672 FOR: TRIAL ON 02/16/2022 AT 09:30 ISSUED BY: CJIS SENT: 01/06/2022 RECD/NOTFD: ACKN: 01/06/2022 S SENT: RECD/NOTFD: ACKN: 01/12/2022 S
36	11/18/2021		REPORT RE: SOUNDING SET FOR 02/03/2022 AT 11:15
35	11/18/2021		TRIAL HEARING SCHEDULED FOR 02/16/2022 AT 09:30
33	09/23/2021		ALT INVALID ADDRESS OVERRIDE PURSUANT TO CLERK
32	09/09/2021		REPORT RE: STATUS SET FOR 11/18/2021 AT 11:00
30	09/09/2021		INVALID ADDRESS OVERRIDE PURSUANT TO CLERK
28	08/25/2021		REPORT RE: STATUS SET FOR 09/09/2021 AT 13:30
24	07/19/2021		E-SUBPOENA: CABRALES, YOVANI ID: 001-43565 FOR: TRIAL ON 08/16/2021 AT 09:00 ISSUED BY: CJIS SENT: 07/19/2021 RECD/NOTFD: ACKN: 07/19/2021 M
23	07/19/2021		E-SUBPOENA: SOTOMAYOR, GALO ID: 001-06672 FOR: TRIAL ON 08/16/2021 AT 09:00 ISSUED BY: CJIS SENT: 07/19/2021 RECD/NOTFD: 07/19/2021 ACKN: 07/27/2021 M
22	07/12/2021		INTAKE UNIT ASSIGNED: COUNTY COURT
21	07/12/2021		TRIAL PROS. ASSIGNED: KIRBY, JASMINE
19	07/07/2021		ALTERNATE JUDGE KOLOKOFF, JEFFREY M
17	07/01/2021		REPORT RE: STATUS SET FOR 07/29/2021 AT 10:00
16	07/01/2021		ROR AMT/ 0 ISSUED 07/01/2021 POWER/
13	07/01/2021		DEMAND FOR DISCOVERY 10 DAYS
12	06/29/2021		ACKNOWLEDGEMENT OF APPOINTMENT OF PUBLIC DEFENDER
11	06/29/2021		NOTICE OF DISCOVERY
10	06/29/2021		WAIVER OF PRE-TRIAL CONFERENCE
9	06/29/2021		AFFIDAVIT FOR INDIGENT STATUS - INDIGENT
5	06/29/2021		CURRENT BOND STATUS ROR
4	06/29/2021		FIRST APPEARANCE/JAIL ARRAIGNMENT - A.M.
3	06/29/2021		ATTORNEY TYPE APPOINTED AT JAIL ARRAIGNMENT PUBLIC DEFENDER
2	06/29/2021		REPORT RE: STATUS SET FOR 07/01/2021 AT 08:30
1	06/28/2021		FIRST APPEARANCE/JAIL ARRAIGNMENT - P.M.

EXHIBIT # 6
PAGE # 3

CASE INFORMATION

Court Case No.: M21013353 **State Case No.:** 132021MM0133530001XX
Name: CHIRINOS, JOSE ELIEL **Date of Birth:** [redacted]
Date Filed: 06/29/2021 **Date Closed:** **Warrant Type:**
Assessment Amount: $50.00 **Balance Due:** $50.00 **Stay Due Date:**
Previous Case: **Next Case:**
Judge: ALVAREZ-ZANE, BETSY **Defense Attorney:** PUBLIC DEFENDER APPOINTMENT, ASSIGN
Bfile Section: M004 **File Location:** FUTURE CTDT WALL **Box Number:**

HEARING

Hearing Date: 02/03/2022 **Hearing Time:** 11:15 **Hearing Type:** R
Court Room: REGJB - JUSTICE BUILDING, ROOM No.: 4-10
Address: 1351 N.W. 12 ST

CHARGES

Seq No.	Charge	Charge Type	Disposition
1	BATTERY	MISDEMEANOR	
2	DISORDERLY INTOX	MISDEMEANOR	

DOCKETS

Seq. No.	Date	Book/Page	Docket
37	01/06/2022		E-SUBPOENA: CABRALES, YOVANI ID: 001-43565 FOR: TRIAL ON 02/16/2022 AT 09:30 ISSUED BY: CJIS SENT: 01/06/2022 RECD/NOTFD: ACKN: 01/06/2022 S
36	01/06/2022		E-SUBPOENA: FERNANDEZ, ERNESTO ID: 001-41772 FOR: TRIAL ON 02/16/2022 AT 09:30 ISSUED BY: CJIS SENT: 01/06/2022 RECD/NOTFD: 01/06/2022 ACKN: 01/10/2022 S
35	01/06/2022		E-SUBPOENA: PEREZ, GILBERTO ID: 001-27041 FOR: TRIAL ON 02/16/2022 AT 09:30 ISSUED BY: CJIS SENT: 01/06/2022 RECD/NOTFD: 01/06/2022 ACKN: S
34	11/18/2021		REPORT RE: SOUNDING SET FOR 02/03/2022 AT 11:15
33	11/18/2021		TRIAL HEARING SCHEDULED FOR 02/16/2022 AT 09:30
31	09/09/2021		REPORT RE: STATUS SET FOR 11/18/2021 AT 11:00
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23	07/19/2021		E-SUBPOENA: FERNANDEZ, ERNESTO ID: 001-41772 FOR: TRIAL ON 08/16/2021 AT 09:00 ISSUED BY: CJIS SENT: 07/19/2021 RECD/NOTFD: ACKN: 07/19/2021 M SENT: RECD/NOTFD: ACKN: 08/10/2021 M SENT: RECD/NOTFD: ACKN: 08/15/2021 M
22	07/19/2021		E-SUBPOENA: PEREZ, GILBERTO ID: 001-27041 FOR: TRIAL ON 08/16/2021 AT 09:00 ISSUED BY: CJIS SENT: 07/19/2021 RECD/NOTFD: 07/19/2021 ACKN: 08/03/2021 M
21	07/12/2021		TRIAL PROS. ASSIGNED: KIRBY, JASMINE
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EXHIBIT # 6
PAGE # 4

MAGIC CITY CASINO
ENTRY POLICY
Face masks must be worn at all times.
Social distancing guidelines must be followed at all times.
No hooded sweatshirts allowed.
Thank you for your cooperation.
MAGIC CITY CASINO
PÓLIZA DE ENTRADA
Las mascarillas deben usarse en todo momento.
Se deben seguir pautas de distanciamiento social en todo momento.
No se permiten sudaderas con capucha.
Gracias por su cooperación.

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1098 - Unlicensed Complaints**			Status	**20 Under Investigation**	Status Date	**11/30/2021**
Complaint #	**2021055168**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**CHIRINOS, JOSE ELIEL**	Responsible	**rsuau - SUAU, RAUL**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

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Updated **11/30/2021 14:23:20** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
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☐ Attachments History
☐ Work Notes Print Report

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

OPEN CASE REQUEST

(OTHER THAN THOSE SPECIFIED IN SECTION 120.80(4)(a), F.S.)

INCIDENT DATE: **JUNE 28, 2021**

☐ PMW ☐ Cardroom ☒ Slot | ☐ Violation ☒ Incident ☐ Complaint

FACILITY NAME: WEST FLAGLER ASSOCIATES, LTD **LIC #:** **155**

RESPONDENT

NAME: Jose Eliel **Chirinos**		
Address: [redacted]		Tel #:
LIC #: N/A	**LIC TYPE:** 1098	**OCCUPATION:** PATRON

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): 550.0251 The powers and duties of the Division of Pari-mutuel Wagering of the Department of Business and Professional Regulation- The division shall administer this chapter and regulate the pari-mutuel industry under this chapter and the rules adopted pursuant thereto and:

(6) In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 or the rules of the division. The division 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. The division may authorize any person who has been ejected or excluded from pari-mutuel facilities in this state or another state to attend the pari-mutuel facilities in this state upon a finding that the attendance of such person at pari-mutuel facilities would not be adverse to the public interest or to the integrity of the sport or industry, however, this subsection shall not be construed to abrogate the common-right of a pari-mutuel permit holder to exclude absolutely a patron in this state.

DESCRIPTION: On June 28, 2021, Jose Eliel **CHIRINOS** was observed by Magic City Casino security drinking an alcoholic beverage at a slot machine while playing without wearing a mask. Not wearing a mask is against casino policy and **CHIRINOS** was asked to finish drinking his alcoholic beverage at the bar. **CHIRINOS** appeared to be intoxicated and was no longer served alcohol. **CHIRINOS** is later seen without a mask and is asked to leave the property. He became belligerent and slapped the security supervisor several times. After being restrained by security, **CHIRINOS** was handcuffed by a Miami Police Officer and taken to the security office where he continues to fight with the officer. He is placed under arrest, and removed from the premises. He is permanently excluded by the facility.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

RAUL SUAU		11/30/2021
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Minaya, Julio
Sent: Tuesday, November 30, 2021 12:04 PM
To: Muniz, Luz
Cc: Kogan, Steven; Suau, Raul
Subject: OCR
Attachments: OCR BARO TORRES , JULIO CESAR - Reset Key.docx; OCR CHIRINOS, Jose Eliel - Fighting with Police.DOCX; OCR SANTOS MORAN, BRANYI - Reset Key.docx

Please open and assign to Raul.

Thanks

Julio F Minaya
Investigative Supervisor
Division of Pari-Mutuel Wagering, Office of Investigations
1400 W. Commercial Blvd., Suite 165
FT. Lauderdale, FL 33309
Office: 954-202-6844
Fax: 954-202-3930

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Jose Eliel Chirinos
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MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Enrique Gamez Hernandez Case No. 2022-024925; Default Final Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the permanent exclusion of Enrique Gamez Hernandez ("Respondent") from all pari-mutuel and slot facilities in the state of Florida. By failing to respond to the properly served administrative complaint seeking to exclude him, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order excluding Respondent from all pari-mutuel and slot facilities in the state of Florida.

Background

On December 26, 2021, Respondent was a patron of Casino Miami, LLC.[1] Respondent was seen via surveillance footage manipulating a slot machine in order to gain $1,700 in winnings. Respondent was permanently excluded from Casino Miami, LLC[2], on December 27, 2021.

Based on his exclusion from Casino Miami, LLC, the Division served Respondent with an administrative complaint seeking his exclusion from all pari-mutuel and slot facilities in the state of Florida. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[3] to file a written response to the administrative complaint. The Respondent was served on October 28, 2022 which means the Respondent had until November 18, 2022 to respond. He has never responded.

[1] Casino Miami, LLC is operated by a pari-mutuel wagering permitholder that also possesses a slot machine and cardroom license.

[2] Pari-mutuel permitholders and slot machine licensees have the right to exclude patrons. §§ 550.0251(6); 551.112, Fla. Stat.

[3] *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.")

Analysis
Respondent can be excluded from all pari-mutuel and slot machine facilities in this state. Section 550.0251(6), Florida Statutes, provides, in relevant part, 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." Likewise, section 551.112, Florida Statutes, provides, in relevant part "[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." Casino Miami, LLC is both a pari-mutuel facility and slot machine licensee in this state. And Respondent was ejected from it. Accordingly, Respondent can be excluded from all pari-mutuel and slot machine facilities in this state.

Because Respondent failed to file a timely response to the properly served administrative complaint seeking to exclude him from all pari-mutuel and slot machine facilities in this state, he waived his right to request a hearing. Therefore, the Florida Gaming Control Commission may enter a final order excluding Respondent from all pari-mutuel and slot machine facilities in this state.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order permanently excluding Enrique Gamez Hernandez from all pari-mutuel and slot machine facilities in this state.

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.: 2022-024925

ENRIQUE GAMEZ HERNANDEZ,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Enrique Gamez Hernandez ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering, slot machines, and cardroom operations pursuant to Chapters 550, 551, and 849, Florida Statutes.

2. At all times material hereto, Respondent's address was reported as 2135 Northwest 36th Street Miami, Florida 33142.

3. At all times material hereto, Casino Miami, LLC was a facility operated by a permitholder authorized to conduct pari-mutuel wagering, slot machines, and cardroom operations in the State of Florida.

4. On or about December 26, 2021, Respondent was a patron of Casino Miami, LLC.

5. On or about December 27, 2021, Respondent was permanently excluded from Casino Miami, LLC.

6. Respondent was permanently excluded for the reasons alleged in Exhibit 1.

7. 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).

8. 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 supplied).

9. 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 Casino Miami, LLC on or about December 27, 2021.

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, 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 2022-024925 is signed this 28th day of September, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1098 - Unlicensed Complaints**			Status	**90 Closed**
Status Date	**09/26/2022**				
Complaint #	**2022024925**	Case Type	**CMP - Complaint**	Disposition	
Disposition Date					
Docket#		Respondent	**GAMEZ HERNANDEZ, ENRIQUE**	Responsible	**jminaya - MINAYA, JULIO**
	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	**12/26/2021**
Region	**SR - Southern Region**	Received	**05/20/2022**
Reference	**550.0251(6) & 551.109(3)**		
Entered	**05/20/2022**	Entered By	**lmuniz**

Summary: **273-Casino Miami, LLC --------- / ---------- . Patron Complaint / The powers and duties of the Division of Pari-mutuel Wagering of the Department of Business and Professional Regulation / Prohibited Acts; Penalties: On December 26, 2021, Enrique Gamez Hernandez visited Casino Miami and was observed by surveillance manipulating the Roulette Wheel Slot Machine by lifting the console cover of the machine, causing a blue screen/tilt and stopping all play. Immediately after the blue screen was caused, Rodriguez Luque used a reset key and restored the machine to playing status. Both were escorted by security and Miami Police to the Security Operations Center (SOC) where they were permanently excluded from the facility.**

Updated **09/26/2022 13:21:18** By **lmuniz**

☐ Partie ☑ Activitie
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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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**May 20, 2022**	**2022 02 4925**

Respondent:	Complainant:
GAMEZ HERNANDEZ, ENRIQUE [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 WEST COMMERCIAL BLVD STE. 165** **FT. LAUDERDALE, FL 33309**

License # and Type:	Profession:	Report Date:
N/A - 1098	**Patron**	**August 23, 2022**

Period of Investigation:	Type of Report:
May 20, 2022 through August 23, 2022	**Final**

Alleged Violation: 550.0251 The powers and duties of the Division of Pari-mutuel Wagering of the Department of Business and Professional Regulation.

(6) In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 division. The division 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. The division may authorize any person who has been ejected or excluded from pari-mutuel facilities in this state or another state to attend the pari-mutuel facilities in this state upon a finding that the attendance of such person at pari-mutuel facilities would not be adverse to the public interest or to the integrity of the sport or industry; however, this subsection shall not be construed to abrogate the common-law right of a pari-mutuel permit holder to exclude absolutely a patron in this state.

F.S.S. 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.

Synopsis: On December 26, 2021, Enrique **GAMEZ HERNANDEZ** visited Casino Miami (CM) and was observed by surveillance manipulating the Roulette Wheel Slot Machine in section FL-07 by lifting the console cover with the apparent intent to cause the machine to go into a "tilt: condition which would have caused the machine to stop all play and bets from occurring. By doing this, **GAMEZ HERNANDEZ,** attempted to prevent any loss of monies that he had wagered. However, the machine did not go into a blue screen/tilt. Nevertheless, Ricardo Rodriguez Luque was captured on video using a reset key that can be purchased on the internet to reset the slot machine. Both men were escorted by Casino Miami Security and Miami Police to the CM Security Office and both were permanently excluded from the facility.

Related Case: 2022 02 4908, 2022 02 4913 & 2022 02 4921

Investigator / Date	Investigator Supervisor / Date
Raul Suau / August 23, 2022	Julio Minaya / September 19, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / September 26, 2022

CONTINUATION

On January 1, 2022, I received an updated Trespass list from Casino Miami Director of Security Eugene Tellez for the month of December, 2021. A review of the list, revealed two new entries involving individuals who had manipulated the facility's Roulette Wheel Slot Machines. The individuals were identified as Enrique **GAMEZ HERNANDEZ** and Ricardo Rodriguez Luque. Both were permanently excluded from the facility on December 26, 2021 **(Exhibit #1, Excel Sheet lines 515 & 517).**

On January 10, 2022, I e-mailed Casino Miami Vice President of Human Resources & State Compliance Beatriz Perez and requested a copy of Security Report CMJ-000002169. A review of this report detailed that on December 26, 2021, patron Enrique **GAMEZ HERNANDEZ** and Ricardo Rodriguez Luque were observed manipulating the Roulette Wheel Slot Machine games located in section FL-07 **(Exhibit #2 & 3).**

I also obtained from Surveillance Supervisor Adrian Gordon a copy of Surveillance Report CMJ-000010121 as well as video footage of the December 26, 2021 incident **(Exhibit #5 & 6).**

A review of Surveillance Report CMJ-000010121 by this investigator confirmed that the following suspects were identified by CM Security and Surveillance Department as participating in the manipulating of the Roulette Wheel Slot Machine game on December 26, 2021[1]:

Suspect #1 – Enrique **GAMEZ HERNANDEZ**
Suspect #2 – Ricardo Rodriguez aka Ricardo Rodriguez Luque
Suspect #5 – Unidentified female wearing black & white flower shirt with black pants

Video footage showed that on December 26, 2021, at approximately 10:47 P.M., **GAMEZ HERNANDEZ** entered Casino Miami and proceeded to go to the Roulette Wheel Slot Machines FL-07[2] where he met Ricardo Rodriguez Luque. Once there, **GAMEZ HERNANDEZ** began to play the machine and was captured at 10:59 P.M., manipulating the machine by lifting the console cover. However, the slot machine did not go into a blue screen/tilt, which would have caused the machine to stop all play and bets from occurring. By doing this **GAMEZ HERNANDEZ** attempted to prevent any loss of monies that he had wagered. Nevertheless, Rodriguez Luque was captured on video footage using a reset key to reset the slot machine[3]. Because **GAMEZ HERNANDEZ** was unsuccessful in causing a blue screen to appear, Rodriguez Luque took control of the same slot machine FL-07 and between 10:47 P.M., and 10:59 P.M., was observed playing and lifting the console cover causing a blue screen/tilt and a message of "call attendant" to appear. Immediately, as the blue screen appeared Rodriguez Luque was observed resetting the slot machine using a reset key. This would have prevented him from losing any monies that he had wagered **(Exhibits # 4 & 8).**

At 11:01 P.M., **GAMEZ HERNANDEZ** and Rodriguez Luque were stopped by CM Security Supervisor Dontrell Allen. Security Supervisor Allen called for assistance and can be observed on video waiting for an off-duty Miami Police officer working the facility security detail to arrive.

[1] ***Descriptions of accompanying individuals who did not overtly participate excluded.***
[2] ***Slot Machine Bank FL is an open circle that has eight (8) individual slot machines labeled FL-01 through FL-08. This same Slot Bank has a monitor located in the open section that divides Slot Machine Bank FL from Slot Machine Bank FM which also has eight individual slot machines. (Exhibit # 8)***
[3] ***Multiple styles of these keys are available for purchase on the internet (Exhibit #7).***

CONTINUATION

While being detained, Rodriguez Luque was captured on surveillance video surreptitiously dropping the slot reset key on the floor. Afterwards he can be seen stepping on the key to conceal it and prior to being escorted to the Security Office, he can be seen kicking the key backwards away from himself. The key was subsequently picked up by a white female identified as suspect #5 in Surveillance Report CMJ-000010121. Per Surveillance Report CMJ000010121, suspect #5 was seen in the company of Lazaro Pablo Hernandez who was investigated under PMW case 2022-02-4908; that investigation involved a similar scheme **(Exhibit #4).**

At 11:08 P.M., CM Security and the Miami Police Officer escort **GAMEZ HERNANDEZ** and Rodriguez **Luque** to the Security Office. Once there both men were permanently excluded from the facility and escorted outside by Miami Police without further incident **(Exhibit #4).**

GAMEZ HERNANDEZ first became known to this Investigator on December 18, 2021, after he was identified in Casino Miami Surveillance Report CMJ-000010083, as participating with a group of individuals that were manipulating the Roulette Wheel Slot Machines in section FM-07 **(Exhibit #5).**

According to Surveillance Report CMJ-000010083 the following suspects were listed as participating or accompanying those involved in the December 18, 2021 incident. Those suspects are identified as;

Suspect #1 – Lazaro Pablo Hernandez-Valdes
Suspect #2 – Omar Alvarez Cala
Suspect #3 – Enrique Gamez Hernandez
Suspect #4 – Marcos Mendoza Alvarez
Suspect #7 – Unknown Male with dreadlocks & BK T-shirt pending identification

Per Surveillance Report CMJ-000010083, at 1:31:44 A.M., Lazaro Pablo Hernandez-Valdes printed a cash voucher from Slot Machine FM-07 in the amount of $1,700.00, representing his winnings at that machine. Once the voucher was printed, he gave it to suspect #4, Marcos Mendoza Alvarez, who then went to Slot Machine BE-02 and inserted the $1,700.00 cash voucher into the machine. He immediately cashed out, never playing the machine and received a new cash voucher in the amount of $1,700.00. After printing the new cash voucher, he exited the facility and walked to the East Parking lot where he met suspect #3, Enrique **GAMEZ HERNANDEZ**. At this point both men appear to shake hands and **GAMEZ HERNANDEZ** proceeded to walk back to the casino **(Exhibit #7, Pages 2, 3, 7, 8, 10).**

At 1:41:27 A.M., **GAMEZ HERNANDEZ** re-entered the casino and is observed meeting suspect #7, an unidentified black male with dreadlocks. **GAMEZ HERNANDEZ** is captured on video giving suspect #7 a piece of paper. Suspect #7 then goes to the main cage and hands the cashier the same piece of paper that he received from **GAMEZ HERNANDEZ**, now visible as a cash voucher in the amount of $1,700.00 to be cashed. After cashing the voucher suspect #7 meets **GAMEZ HERNANDEZ** in Slot Machine Bank CK and gives him the money. **GAMEZ HERNANDEZ** then exits the facility and walks to the main parking lot and meets with Mendoza Alvarez[4]. Related PMW cases against Hernandez-Valdez 2022-02-4908 and Mendoza Alvarez 2022-02-4913 were opened as a result of this incident **(Exhibit #7, Pages 11-15).**

[4] ***This investigator cannot identify what transpired between Mendoza Alvarez and GAMEZ HERNANDEZ.***

CONTINUATION

Conclusion: By his actions **GAMEZ HERNANDEZ** has violated F.S.S. 551.109(3) in that he participated in a scheme designed to win or attempt to win, for himself money or property or a combination thereof and reduce or attempt to reduce losing wagers he had made in connection with slot machine gaming.

Status: Case closed by Investigations and forwarded to Legal for review.

CONTINUATION

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From:	Gene Tellez
To:	Daniella Sandoval; Security Department; Slot Attendants Supervisors; Neal Elliott; Steven Rinaldi; Romy Hoque; Rene Guim; lee.jesilow@williamhill.us; salford@williamhill.us; tbarlow@williamhill.us; Suau, Raul
Cc:	Beatriz Perez; Daniel Licciardi
Subject:	Updated Self- Exclusion and Trespass listings for December 2021
Date:	Saturday, January 1, 2022 1:55:18 PM
Attachments:	Copy of Casino Miami Self Exclusion List 1-1-2022-2021.xlsx Copy of Casino Miami Trespass List 12-18- 2021 Updated by Gene (5).xlsx

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Good afternoon everyone and Happy New Year, attached is the updated December 2021, Self and Trespass exclusion listings.\ for Casino Miami.

Gene Tellez
Director of Security
E: gtellez@playcasinomiami.com
P: (305) 633-6400 ext. 2060
F: (305) 634-1712

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Last Name	First Name	Middle Nam	Sex	Race / Ethnicity	Description	DOB	Address	City	Stat	Excluded Dat	Excluded Unti	Report Number	Report Type	Notes
* DECEMBER 21														
[redacted]														
Gamez Hernandez	Enrique	NMI	Male	Hispanic	150 LBS., 5' 8"., Brown Eyes., Brown/Gray Hair.					12/27/2021	Permanent	CMJ000002169	Trespass Permanent	Mr. Gamez Hedrnadez, is part of a group that espicialized in Manipulating Electronic Roulette Machine to effect the pay off.
[redacted]														
[redacted]														

EXHIBIT #1
PAGE #2

Suau, Raul

From: Suau, Raul
Sent: Monday, January 10, 2022 9:38 AM
To: Beatriz Perez
Subject: information

Good morning,
Please provide copies of security reports cmj000002169 and cmj000002149

Thank you

Respectfully,

Raul Suau, Investigation Specialist II
Division of Pari-Mutuel Wagering, Office of Investigations
1400 W Commercial Blvd, Suite 165, Ft. lauderdale, FL 33309
954-202-6787 Office ~954-202-3930 FAX ~ 954-649-6508 Cell

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EXHIBIT # 2
PAGE # 1

State of Florida
Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering
Investigations Section

PROPERTY RECEIPT

Complaint # 2022 02 4925 Date 1/14/22 Lab # _____

Item No.	Quantity	Description
1	1	CMT 0000/0083
2	1	CMT 0000/0171

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 # 5
PAGE 1 # 84

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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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1098 - Unlicensed Complaints**			Status	**20 Under Investigation**	Status Date	**05/20/2022**
Complaint #	**2022024925**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**GAMEZ HERNANDEZ, ENRIQUE**	Responsible	**rsuau - SUAU, RAUL**		**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	**12/26/2021**
Region	**SR - Southern Region**	Received	**05/20/2022**
Reference	**550.0251(6) & 551.109(3)**		
Entered	**05/20/2022**	Entered By	**lmuniz**
Summary	**273-Casino Miami, LLC --------- / ---------- . Patron Complaint / The powers and duties of the Division of Pari-mutuel Wagering of the Department of Business and Professional Regulation / Prohibited Acts; Penalties: On December 26, 2021, Enrique Gamez Hernandez visited Casino Miami and was observed by surveillance manipulating the Roulette Wheel Slot Machine by lifting the console cover of the machine, causing a blue screen/tilt and stopping all play. Immediately after the blue screen was caused, Rodriguez Luque used a reset key and restored the machine to playing status. Both were escorted by security and Miami Police to the Security Operations Center (SOC) where they were permanently excluded from the facility.**		
Updated	**05/20/2022 15:57:03**	By	**lmuniz**

☐ Parties ☑ Activities

☑ Allegations ☐ Discipline

☐ Violations ☐ Compliance

☑ Related ☑ Disposition

☐ Inspection

☐ Costs

☐ Time Tracking Auto Assign

☐ Attachments History

☐ Work Notes Print Report

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

OPEN CASE REQUEST

(OTHER THAN THOSE SPECIFIED IN SECTION 120.80(4)(a), F.S.)

INCIDENT DATE: **DECEMBER 26, 2021**

☐ PMW ☐ Cardroom ☒ Slot | ☐ Violation ☒ Incident ☐ Complaint

FACILITY NAME: CASINO MIAMI, LLC **LIC #:** 273

RESPONDENT

NAME: Enrique Gamez Hernandez		
Address: 2135 NW 36 ST MIAMI FL 33142		Tel #:
LIC #: N/A	**LIC TYPE:** 1098	**OCCUPATION:** Patron

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **550.0251 The powers and duties of the Division of Pari-mutuel Wagering of the Department of Business and Professional Regulation**

(6) In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 division. The division 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. The division may authorize any person who has been ejected or excluded from pari-mutuel facilities in this state or another state to attend the pari-mutuel facilities in this state upon a finding that the attendance of such person at pari-mutuel facilities would not be adverse to the public interest or to the integrity of the sport or industry; however, this subsection shall not be construed to abrogate the common-law right of a pari-mutuel permit holder to exclude absolutely a patron in this state.

FSS 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.

DESCRIPTION: On December 26, 2021, Enrique Gamez Hernandez visited Casino Miami and was observed by surveillance manipulating the Roulette Wheel Slot Machine by lifting the console cover of the machine, causing a blue screen/tilt and stopping all play. Immediately after the blue screen was caused, Rodriguez Luque used a reset key and restored the machine to playing status. Both were escorted by security and Miami Police to the Security Operations Center (SOC) where they were permanently excluded from the facility.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

RAUL SUAU		May 20, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

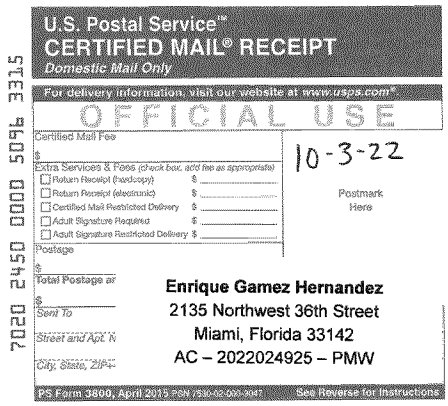
From: Minaya, Julio
Sent: Friday, May 20, 2022 11:31 AM
To: Muniz, Luz
Cc: Suau, Raul
Subject: OCR
Attachments: OCR OMAR ALVAREZ CALA MANIPULATING SLOT ROULETTE WHEEL.DOCX; OCR LAZARO PABLO HERNANDEZ-VALDES.docx; OCR MARCOS MENDOZA ALVAREZ.docx; OPEN CASE REQUEST FORM - RICARDO RODRIGUEZ LUQUE.DOCX; OPEN CASE REQUEST FORM ENRIQUE GAMEZ HERNANDEZ.DOCX

Luz,

Please open and assign to Raul.

Thank you

Julio F Minaya
Investigative Supervisor
Division of Pari-Mutuel Wagering, Office of Investigations
1400 W. Commercial Blvd., Suite 165
FT. Lauderdale, FL 33309
Office: 954-202-6844
Fax: 954-202-3930



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Enrique Gamez Hernandez
2135 Northwest 36th Street
Miami, Florida 33142
AC – 2022024925 – PMW

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MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Emily Alvarado, Deputy Chief Attorney
Re: FGCC V. Mauricio Pazos Case No. 2022-039095; Default Final Order
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the permanent exclusion of Mauricio Pazos ("Respondent") from all pari-mutuel and slot facilities in the state of Florida. By failing to respond to the properly served administrative complaint seeking to exclude him, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order excluding Respondent from all pari-mutuel and slot facilities in the state of Florida.

Background

On or about June 1, 2022, Respondent was a patron of Bonita Springs Poker Room.[1] Respondent was seen marking cards at a poker table. Respondent was permanently excluded from Bonita Springs Poker Room[2], on June 1, 2022. Subsequently, Respondent was excluded from Magic City Casino[3] on June 6, 2022.[4]

Based on his exclusion from Bonita Springs Poker Room and Magic City Casino, the Division served Respondent with an administrative complaint seeking his exclusion from all pari-mutuel and slot facilities in the state of Florida. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[5] to file a written response to the administrative complaint. The Respondent was served on October 24, 2022 which means the Respondent had until November 14, 2022 to respond. He has never responded.

[1] Bonita Springs Poker Room is operated by a pari-mutuel wagering permitholder that also possesses a cardroom license.
[2] Pari-mutuel permitholders have the right to exclude patrons. §§ 550.0251(6), Fla. Stat.
[3] Magic City Casino is operated by a pari-mutuel wagering permitholder that also possesses a slot machine and cardroom license.
[4] Pari-mutuel permitholders and slot machine licensees have the right to exclude patrons. §§ 550.0251(6); 551.112, Fla. Stat.
[5] *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.")

Analysis
Respondent can be excluded from all pari-mutuel and slot machine facilities in this state. Section 550.0251(6), Florida Statutes, provides, in relevant part, 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." Likewise, section 551.112, Florida Statutes, provides, in relevant part "[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." Bonita Springs Poker Room is a pari-mutuel facility licensee in this state. Magic City Casino is both a pari-mutuel facility and slot machine licensee in this state. And Respondent was ejected from both facilities. Accordingly, Respondent can be excluded from all pari-mutuel and slot machine facilities in this state.

Because Respondent failed to file a timely response to the properly served administrative complaint seeking to exclude him from all pari-mutuel and slot machine facilities in this state, he waived his right to request a hearing. Therefore, the Florida Gaming Control Commission may enter a final order excluding Respondent from all pari-mutuel and slot machine facilities in this state.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order permanently excluding Mauricio Pazos from all pari-mutuel and slot machine facilities in this state.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 10/19/2022
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.: 2022-039095

MAURICIO PAZOS,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Mauricio Pazos ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering, slot machines, and cardroom operations pursuant to Chapters 550, 551, and 849, Florida Statutes.

COUNT I

2. At all times material hereto, Bonita Springs Poker Room was a facility operated by a permitholder authorized to conduct pari-mutuel wagering and cardroom operations in the State of Florida.

3. On or about June 1, 2022, Respondent was a patron of Bonita Springs Poker Room.

4. On or about June 1, 2022, Respondent was ejected and permanently excluded from Bonita Springs Poker Room.

5. Respondent was permanently excluded for the reasons alleged in Exhibit 1.

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. Based on the foregoing, Respondent is subject to exclusion from all licensed pari-mutuel wagering facilities in the State of Florida under Section 550.0251(6), Florida Statutes, based on his ejection from Bonita Springs Poker Room on or about June 1, 2022

COUNT II

8. At all times material hereto, Magic City Casino was a facility operated by a permitholder authorized to conduct pari-mutuel wagering, slot machines, and cardroom operations in the State of Florida.

9. On or about June 6, 2022, Respondent was a patron at Magic City Casino.

10. On or about June 6, 2022, Respondent was ejected and permanently excluded from Magic City Casino.

11. Respondent was permanently excluded for the reasons alleged in Exhibit 1.

12. 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).

13. 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 supplied).

14. 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 Magic City Casino on June 6, 2022.

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, 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 2022-039095 is signed this 17th day of October 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1098 - Unlicensed Complaints**		Status **90 Closed**	Status Date	**09/30/2022**
Complaint #	**2022039095**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**PAZOS, MAURICIO**	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	**06/01/2022**
Region	**SR - Southern Region**	Received	**08/11/2022**
Reference	**550.0251(6) & 61D-11.005(4)**		
Entered	**08/11/2022**	Entered By	**lmuniz**
Summary	**142-Bonita-Fort Myers Corporation ------- / ------- . Prohibitions & The powers and duties of the Florida Division of Pari-mutuel Wagering of the Florida Gaming Control Commission: On June 1, 2022, PAZOS was observed by Bonita Springs Poker Room (BSPR) Surveillance and Poker room Staff, marking cards and signaling to another player (Alejanor TOLEDO) during a poker game by indenting the edges on high ranking cards (Queen, King, Ace) in order to gain an advantage over other players. BSPR, has indicated that both PAZOS and TOLEDO have been permanently excluded from that facility.**		
Updated	**10/03/2022 13:52:50**	By	**lmuniz**

☐ Parties ☑ Activities
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☐ Violations ☐ Compliance
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☐ Inspection
☐ Costs
☐ Time Tracking ☐ Auto Assign
☐ Attachments ☐ History
☐ Work Notes ☐ Print Report

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EXHIBIT
tabbies
1

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**	**August 1, 2022**	**2022 03 9095**

Respondent:	Complainant:
PAZOS, MAURICIO **1235 FAIRLAKE TRACE # 503** **WESTON, FLORIDA 33326**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FORT LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
N/A	**Patron**	**September 16, 2022**

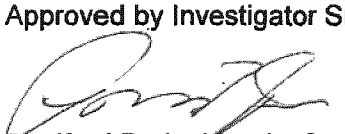
Period of Investigation:	Type of Report:
August 1, 2022-September 16, 2022	**FINAL**

Alleged Violation: **F.S. 550.0251(6)** In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 division. The division 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.

RULE: 61d-11.005(4)(b) No person shall directly or indirectly: Engage in any act, practice or course of operation that would constitute a fraud or deceit upon any participant in a game or the card room operator.

Related Case(s): 2022 03 7047

Synopsis: PAZOS has been permanently excluded from the Bonita Springs Poker Room (BSPR) and Magic City Casino (MCC) for cheating at poker by marking cards.

Investigations Specialist II / Date	Approved by Investigator Supervisor / Date
 Lisa Vila/ September 16, 2022	 Bradford D. Jones / September 30, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / September 30, 2022

CONTINUATION

This investigation was launched after information was received from Bonita Springs Poker Room (BSPR) Director of Security, Ken Jones concerning individuals who were apparently cheating during a poker game. Jones provided a follow-up E-Mail containing a BSPR Surveillance Report concerning the incident **(EXHIBIT #1).** I responded to BSPR whereupon I confirmed patron MAURICIO **PAZOS,** marked cards while playing poker. **PAZOS** was permanently excluded from BSPR on June 22, 2022 along with his associate, Alejandro Toldeo.

The sequence of events leading to the discovery is as follows:

On March, 22, 2022 a deck of cards was pulled from table 18 when the Dealer noticed a bad card (bent edge). The Floor Person, Josh Dinkel removed the deck from the table and upon his inspection of the deck he noticed that high cards were marked on the sides. Dinkel then reviewed surveillance footage and took note of the players at the table during the time the deck was in play. Dinkel left BSPR Poker Manager, Cindy Fra a note detailing the incident along with the damaged cards for her review.

On March 23, 2022, Fra reviewed the surveillance footage and observed the actions of the individuals involved. A short time later, Fra noticed that the players noted above had returned to the facility and were once again seated at table 18. Fra then alerted BSPR Floor Staff, Dominick Biagi and instructed him to observe the actions of **PAZOS** and his associate Toldeo.

After several hands of play, Fra responded to table 18 and had the cards switched out to inspect for any markings; at that time she noted several high cards with indentations on the edges. New cards were then utilized at the table so the game could resume. Fra alerted BSPR Surveillance and Security to also observe the players actions. As the events were unfolding, BSPR staff made it obvious to **PAZOS** and Toledo they were under observation. The subjects responded by discontinuing the card marking activity.

When Fra had the cards removed a second time, **PAZOS,** Toldeo and another possibly involved player made a noticeable reaction to the cards being replaced. According to Fra, throughout the period that **PAZOS** and Toledo were under observation, it appeared they were signaling and texting each other. **PAZOS** and his associates played for approximately an hour and left the facility without further incident. While the individuals were under close observation, no additional cards were altered.

On June 1, 2022 at BSPR, Fra observed the aforementioned individuals enter the facility; two of the individuals requested the Brush to sit them at the same table. Fra observed the individuals and once again the deck was removed from the table due to a bad card. Fra inspected the deck and markings were noticed in the same manner from the March 22 and 23, 2022 incidents involving the same individuals. BSPR once again initiated the same surveillance method on the individuals and removed the cards a second time, and again the cards were found to be indented on the sides. Fra viewed the surveillance footage and Toldeo was observed covering his cards with is hands in a manner that would be consistent altering the cards. **PAZOS** and Toldeo were also using cellular phones while playing.

The cheating method employed by **PAZOS** and his associates is called "Edge Work". In this type of dishonesty, an individual will nick or slightly indent the edges of playing cards by applying pressure with a fingernail at strategic points.

CONTINUATION

The indentations in this case were positioned as ACE - top corner, KING approximately ¼ inch lower, QUEEN ¼ inch below KING followed by JACK and TEN each another ¼ inch lower. The marks are placed on the top left and bottom right of the cards during the course of play as the cheat receives cards.

The key to identify an individual doing "Edge Work" is observing them as they handle their cards, taking an opportunity to apply pressure to one edge of a card then rotating the card to duplicate the mark on the opposite edge. I noted this action while reviewing the BSPR surveillance recordings of the incident **(EXHIBIT #2).** Examination of the cards handled by **PAZOS** and Toldeo coincides with their physical actions. Analysis of the video confirmed **PAZOS** apparently applied pressure to one edge of various cards he had been dealt and then rotated the card(s) to mark the opposing edge. The marks made indicate ACE, KING, QUEEN, JACK.

Fra and BSPR Security then approached **PAZOS** and Toldeo advised them that due to their suspicious activity, their actions warranted a permanent ejection. Toldeo became irate, and refused to sign an exclusion form or provide his identification. **PAZOS** signed the BSPR Notice of Exclusion and all individuals left the facility.

Security Director Ken Jones then alerted Magic City Casino, an affiliate facility of BSPR, of the incident and shared surveillance photos of **PAZOS** and Toldeo along with a synopsis of the incident that led to the permanent exclusion of both subjects.

On June 6, 2022 **PAZOS** and Toldeo were identified by Magic City Casino (MCC) Security at table 22. The individuals were then escorted to the security vestibule by Kevin Mejia, Security Supervisor. Mejia along with Miami Police Officer, G. Arteaga advised **PAZOS** and Toldeo that they were being excluded permanently from the facility. **PAZOS** and Toldeo acknowledged and understood the restrictions of the exclusion; however they both refused to sign the trespass warning form or provide any other information. Officer Arteaga escorted them to the parking lot and was able to get the license tag information from the vehicle they occupied. As per Arteaga, the vehicle is registered to **TOLDEO**. Due to the quick actions of MCC Security, the individuals were intercepted before they were able to participate in any card play.

Conclusion: PAZOS has violated Rule 61d-11.005(4)(b). Because of their actions, **PAZOS** and Toldeo (Case Number 2022 03 7047) were permanently excluded from BSPR and MCC **(EXHIBIT #3).** As such, they are also candidates for exclusion from all pari-mutuel facilities in the state of Florida.

Status: Case closed by Investigations and forwarded to Legal for review.

CONTINUATION

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II. INVESTIGATIVE REPORT 1

III. EXHIBITS

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6. Versa Printout.....1-1

Incident Report

Report # 22-073	**Occurred: Date:** 06-01-2022	**Time:** 1630
Type of Incident: Patron Ejection	**Location:** Poker Room	
Name: Pazos, Mauricio	**SSN:**	**DOB:**
Address:	**City/State/Zip**	
Affiliation: ☐ Employee ☒ Patron ☐ Vendor	**Involvement:** ☐ RP/V ☐ Witness ☒ Suspect	
Phone:	**Other:** mauripazos@gmail.com	
Name: [redacted]	**SSN:**	**DOB:**
Address:	**City/State/Zip**	
Affiliation: ☐ Employee ☒ Patron ☐ Vendor	**Involvement:** ☐ RP/V ☐ Witness ☒ Suspect	
Phone:	**Other:**	
Name:	**SSN:**	**DOB:**
Address:	**City/State/Zip**	
Affiliation: ☒ Employee ☐ Patron ☐ Vendor	**Involvement:** ☒ RP/V ☐ Witness ☐ Suspect	
Phone:	**Other:**	
Alcohol Involved? ☐ Yes ☒ No	**Ejected?** ☒ Yes ☐ No	**Trespass Warning?** ☒ Yes ☐ No
Law Enforcement involved? ☐ Yes ☒ No	**Officer:**	**Report#**

Synopsis:

On 06-01-22 I was requested by the Poker Room Manager to remove and trespass an individual, identified as Pazos for suspicion of violating 61D-11.005 (4) c of the Florida Administrative Code.

After the ejection (1640) an unidentified patron, who claimed to be a friend of Pazos, was ejected from the Poker Room by Security Manager Matos after he became loud and disorderly demanding to know why Pazos was ejected.

Agent's Signature:	**Date:** 06-01-22	**Reviewed by:**

09/08/20 kcj

EXHIBIT # 1
PAGE # 1

Incident Report Continuation

Report #22073

At approximately 1640 Poker Floor Manager Joe Ruiz called the Security Office and informed me that a patron was arguing with Poker Management and refused to leave. I responded to the poker supervisor station to find the patron arguing in Spanish with Ruiz and General Manager Juan Fra. I recognized the patron as one believed to be associated with patron Mauricio Pazos, who had been trespassed from the property earlier in the day. I informed the patron that he had to leave the property, at which point he exited the building without incident.

Signature: *Izaias Matos* Date: 6/1/2022

EXHIBIT # 1
PAGE # 2

June 2, 2022

On Tuesday, March 22, 2022 at 7:40 p.m., a deck of cards was pulled from table 18 when the dealer noticed a bad card. The Floor person in charge, Josh Dinkel, while inspecting the deck, noticed all the high cards were marked on the sides. He left them on my desk with a note for my inspection the following day.

I reviewed the footage and took note of the players at the table when the deck was removed. Moments later, I noticed a player currently at a table who had also been at table 18 during the incident.

I advised my Floor staff (Dominick Biagi) to keep an eye on him. The Brush told us he was with a group of 4 guys that had just started coming in. We switched out the deck on his table and checked for markings. We found several, again, on the high cards only. We waited a while longer, then switched them out again. We got a noticeable reaction from him and another player at the table. We believe they were working together to mark the cards. We changed the deck again and this time found nothing out of order. They clearly knew we were watching them, as we did not try to conceal it. We also believed they were texting information back and forth. The youngest one was very nervous and constantly looking over his shoulder. This was the pattern for about an hour, until they all 4 left the room at the same time. While we could not get any hard evidence, we strongly suspected them of cheating.

They did not return until 2 months later.

On June 1, one of the offenders and 3 new faces came in together, 2 of them requesting to sit at the same table. Once again, a deck was pulled from a table (17) because of a bad card. While inspecting the deck, it became apparent that someone was marking the cards in the same manner as previously noted. Dominick informed me that one of the guys from that group was playing at table 29 and had also been playing the night before. We initiated the same actions as before, removing the decks and inspecting them. The same markings were on the cards.

I alerted the General Manager and after surveilling them for a while, he determined their actions were suspicious and warranted ejection.

EXHIBIT # 1
PAGE # 3

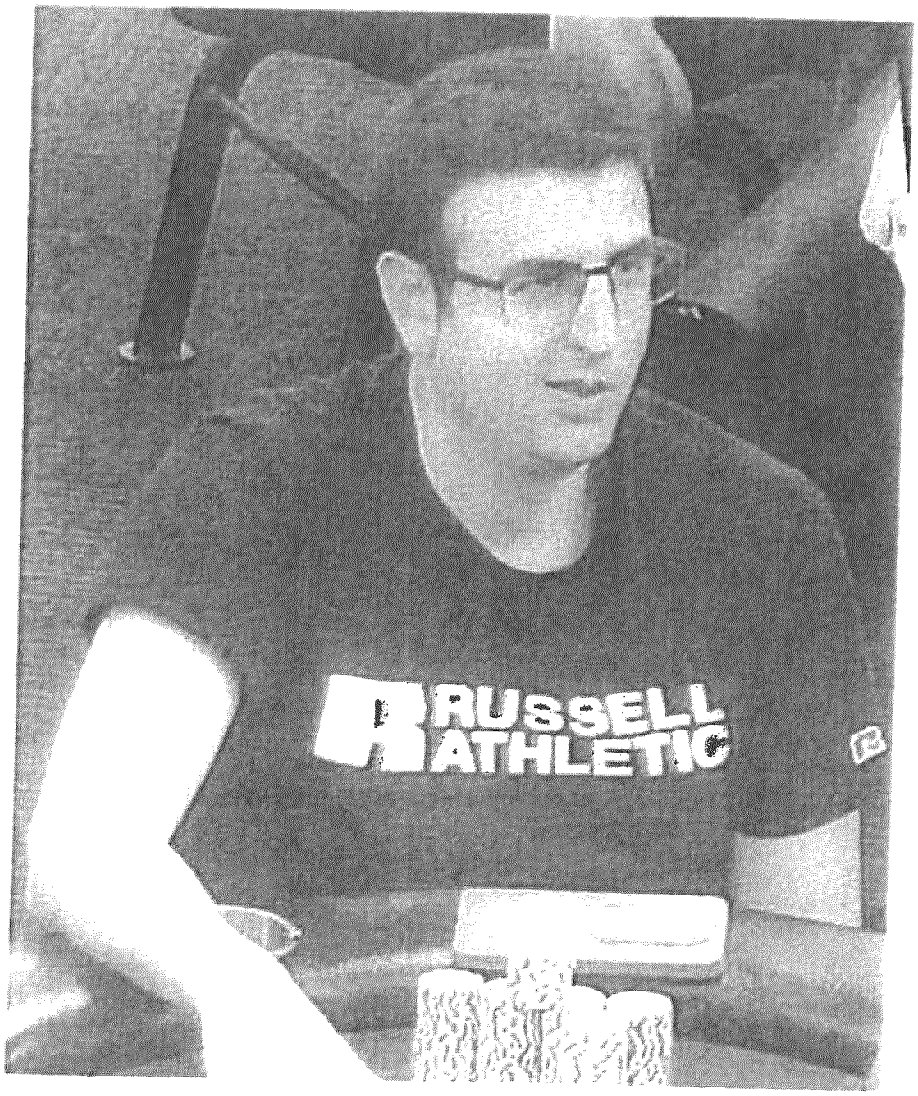
At this point, Security got involved and ejected the primary suspect from the premises.

EXHIBIT # 4
PAGE #

INCIDENT REPORT CONTINUATION

Report #22-073

Mauricio Pazos



Signature: K.C. Jones

Date: 06-02-22

EXHIBIT #: 1
PAGE #: 5

FLORIDA
GAMING CON
COMMISS

Division of Pari-Mutuel Wagering
Investigations Section

PROPERTY RECEIPT

Complaint # 2022 03 9095 Date 07/27/2022 Lab # _____

Item No.	Quantity	Description
1	1	BSPR Surveillance Thumb Drive (PAZOS)- 2022 03 9095) 6-1-2022.

I hereby acknowledge that the above list represents all property taken from my possession and that I have received a copy of this receipt. *Ken Jones, BSPR Security Director* 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

EXHIBIT # 2
PAGE # 1

BONITA SPRINGS POKER ROOM

NOTICE OF EXCLUSION

Incident Report # 22-073

Last Name	First Name	MI
PAZOS	MAURICIO	

Address				
City		State	Zip	
Last 4 of SSN	Driver's License #	State	Expires	
DOB	Sex	Race	Hgt	Wgt

You have been ejected from the premises of the Bonita Springs Poker Room on 06-01-22 (DATE) at 16.30 (TIME) for MANAGEMENT DISCRETION (REASON)

This exclusion is
- ☒ **Permanent** (Class A)
- ☐ **Temporary,** (Class B) the length of which is to be determined by the Exclusion Review Panel.
- ☐ **One (1) Year** (Class C)

You are hereby ordered to leave the premises and are not to reenter until written permission is obtained by the Director of Security authorizing your return. If you are observed on the premises of the Bonita Springs Poker Room prior to being reinstated you are subject to prosecution for violation of applicable provisions of Florida State Statutes of Chapter 810 prohibiting Trespass. Denial of access complies with applicable laws and is not based on race, creed, color, sexual orientation, or national origin.

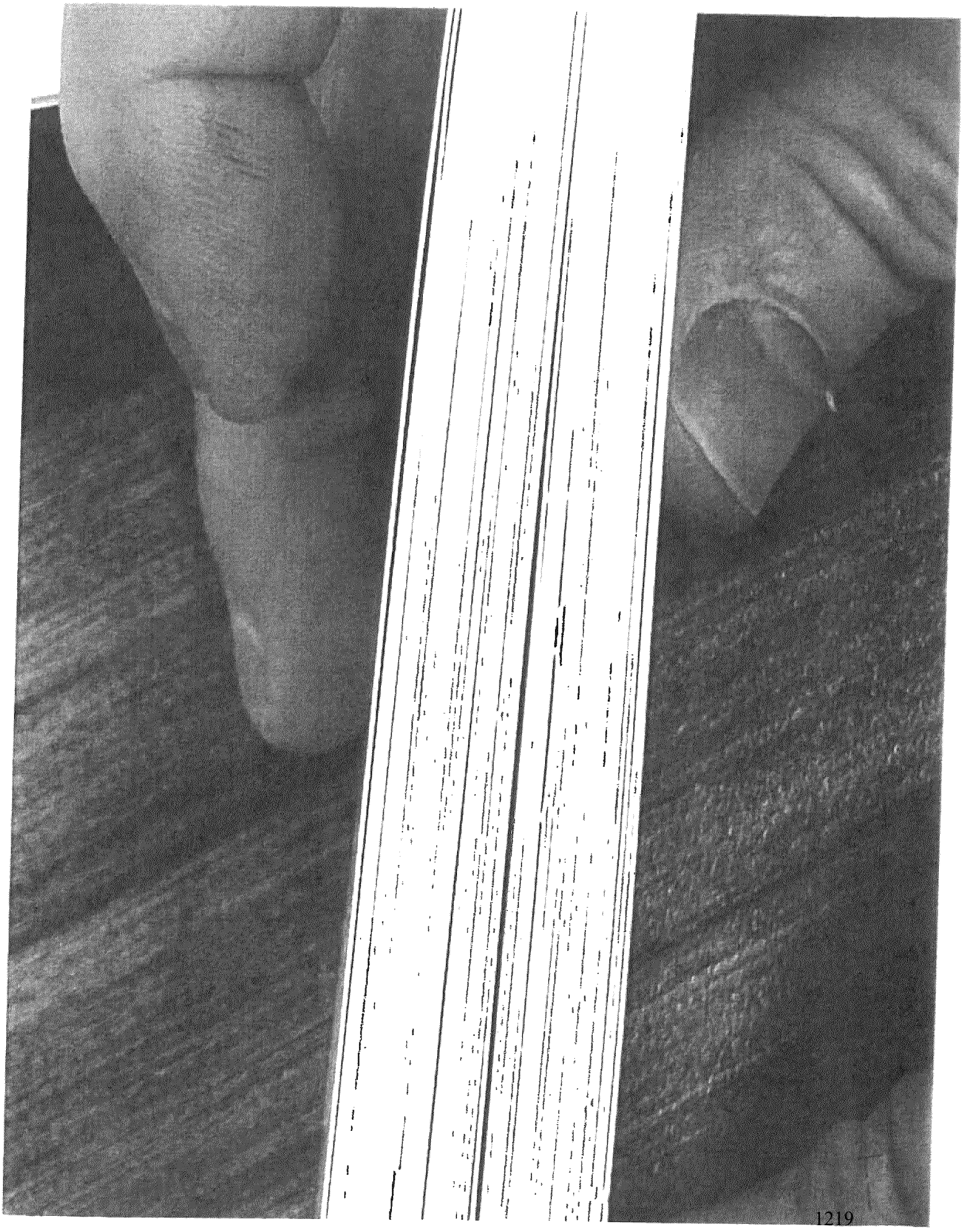
You may only appeal this decision and request reinstatement by contacting the **Director of Security** at (239)-949-3500

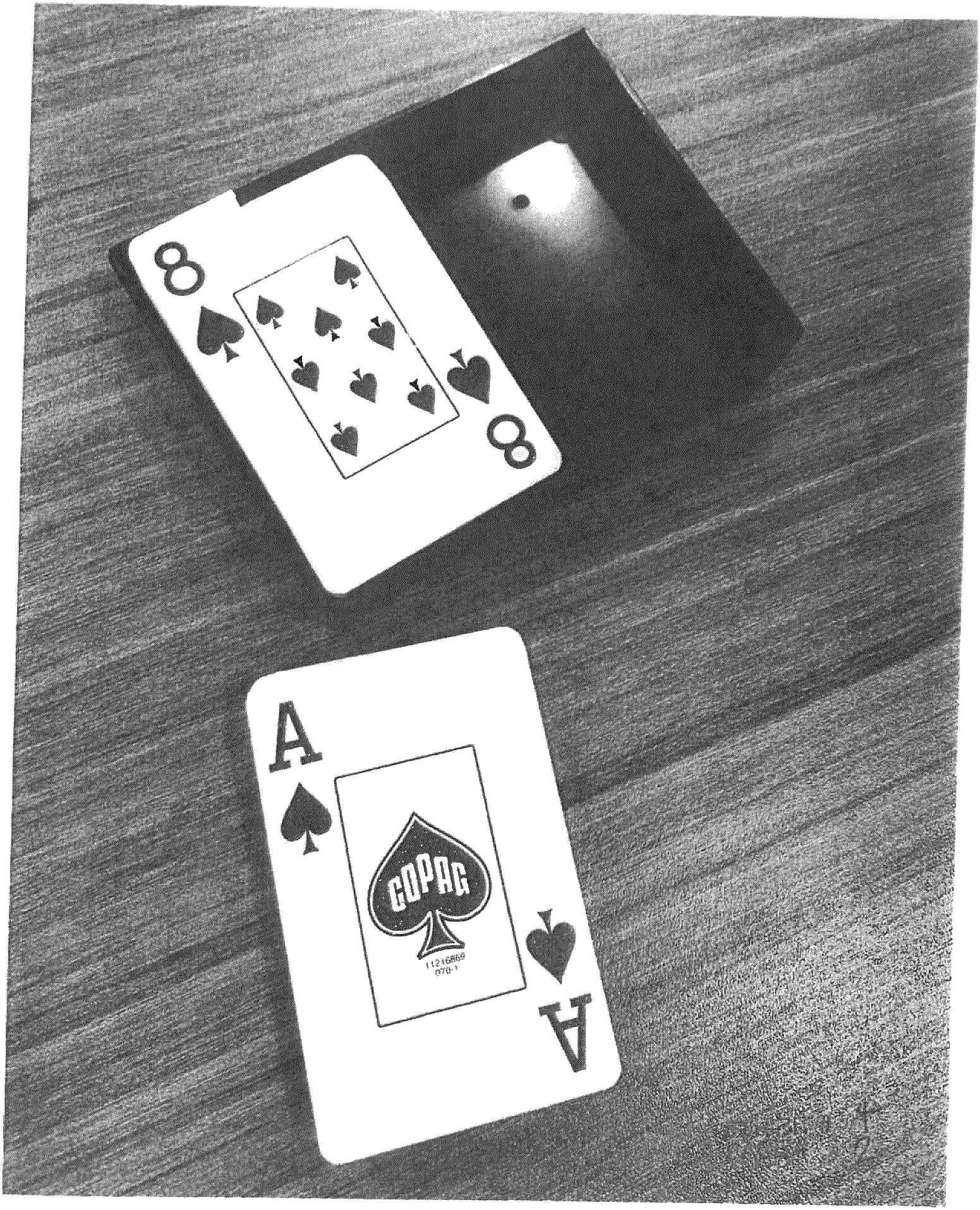
X _____ SIGNATURE ☒ Refused

Issuing Authority _____ Position DIR. OF SEC.

040821 kcj

EXHIBIT # 3
PAGE # 1

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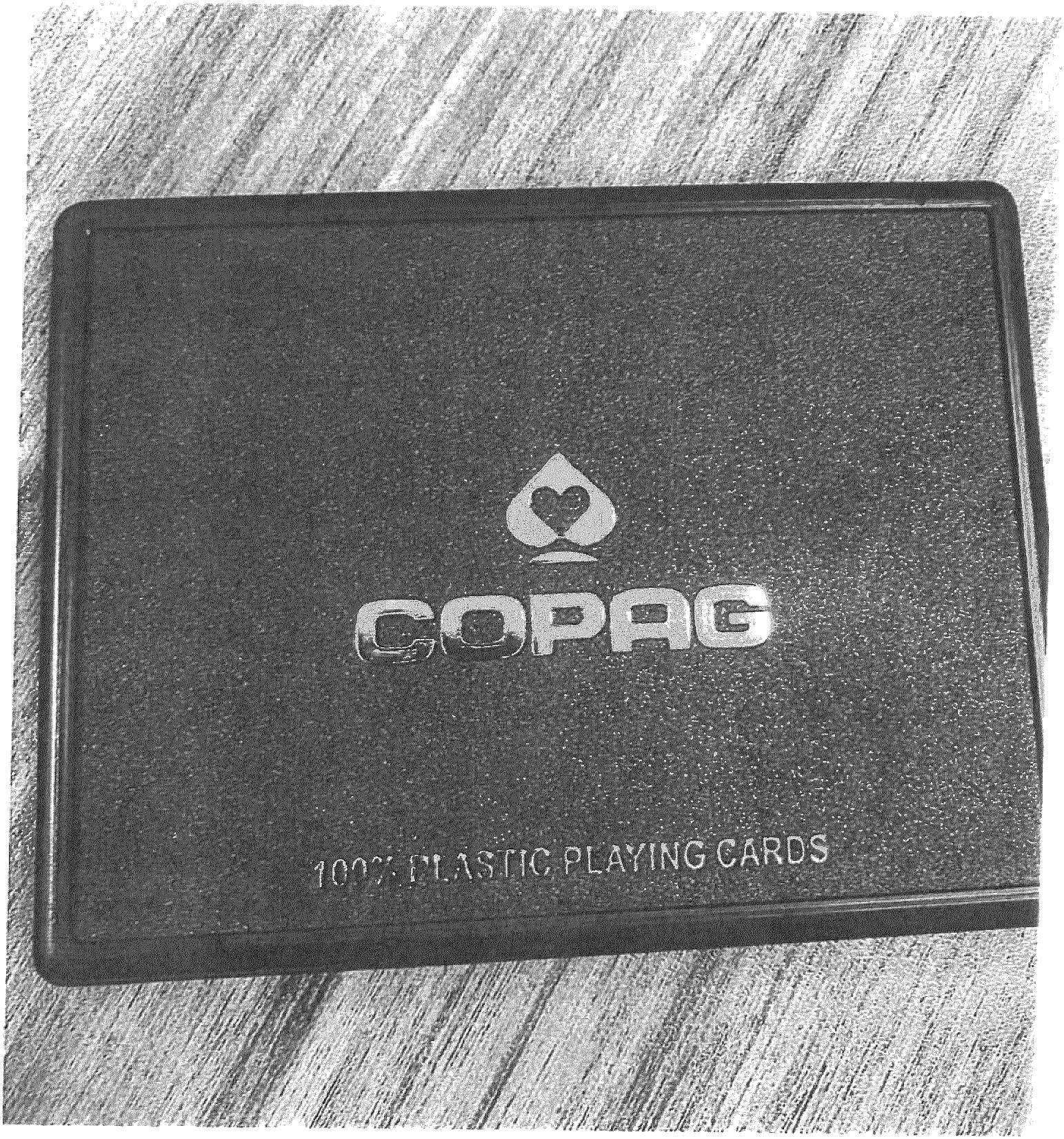
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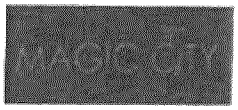
100% PLASTIC PLAYING CARDS

Incident File Full Report



iTrak Incident Reporting and Risk Management System Version 2020.1.0.05202

Incident Number: IN20220002674
Date/Time Occurred: 6/ 6/2022 3:19:50 PM
Day of Week: Monday
Created by: kmejia

Printed By: kmejia

Printed On: 8/ 8/2022 at 12:10:38 PM

EXHIBIT # 5
PAGE # 1

Incident File Full Report

Incident File #IN20220002674

Date/Time Occurred:	6/ 6/2022 3:19:50 PM	**Record Creation Details**	
Day of Week Occurred:	Monday	**Department:**	Security
Date/Time Created:	6/ 6/2022 5:50:00 PM	**Owner:**	kmejia
Date/Time Closed:		**Operator ID:**	kmejia
Closed By:		**Operator Name:**	
		Personnel ID:	
		Card Number:	
		Job Position	
		Secondary Operator:	

Location of Incident:

Property:	Magic City Casino
Location:	Poker Room
Sublocation:	

Details of Incident:

Daily Log #:	DL20220020150
Incident Type:	Per Upper Management
Specific:	Permanent Excluded
Category:	
Risk Classification:	
Incident Status:	Open
Custom 3:	
Custom 4:	

Synopsis: On Monday June 6, 2022 approximately at 3:14 PM Poker Room Manager advised via E-mail of two male patrons needed to be excluded permanently as per upper management. Security Supervisor responded to the Poker Room and escorted two unidentified male patrons from Table 22 to the Security Vestibule. Security Supervisor alongside MPD explained the rules and regulations of Magic City Casino and advised both patrons that they were excluded permanently as per upper management. Both patrons acknowledged, but refused to sign the Trespass Warning form or have their picture taken. Both patrons left property shortly after.

Checklist:

Narrative:

Created On	Created By	Modified On	Modified By
6/ 6/2022 5:50:04 P	kmejia	6/ 6/2022 5:50:04 P	kmejia

On Monday June 6, 2022 approximately at 3:14 PM Poker Room Manager Iliana Irene Zamora (1018) advised via E-mail of two unidentified male patrons she wished to make a B.O.L.O. for to exclude permanently as per upper management. P.R.M. Zamora then advised at approximately 3:18 PM that she believed both patrons were currently in the Poker Room (Echo 1). Security Supervisor Kevin Mejia responded to

EXHIBIT # 5
PAGE # 2

Reporting Party:	**Supervisor:**

the Poker Room and upon arrival approached two unidentified male patrons later identified as Mauricio Jose Pazos Fernandez and Alejandro Enrique Toledo Rincon at Table 22 and escorted them to the Security Vestibule. S.S. Mejia alongside MPD explained the rules and regulations of Magic City Casino and advised both patrons that they were excluded permanently as per upper management. Both patrons acknowledged that they were both permanently excluded but both refused to sign the Trespass Warning form. Mr. Toledo Rincon was particularly argumentative and refused to provide his ID as well. Both Mr. Toledo Rincon and Mr. Pazos Fernandez also declined to have their picture taken and left property shortly after. MPD was able to provide driver license information for Mr. Toledo Rincon as he drove off property in his vehicle. No further reports.

Executive Brief:

Participants Involved:

Personnel

Full Name: Property: Magic City Casino
Role: Poker Room Manager Department: Poker
Date Of Birth:

Full Name: Property: Magic City Casino
Role: Security Supervisor Department: Security
Date Of Birth:

Subject

Full Name: Company:
Role: Patron
Date Of Birth:
Address:
Contact Info:

Full Name: Pazos Fernandez, Mauricio Jose Company:
Role: Patron
Date Of Birth: 11/23/1981
Address: N/A, N/A, N/A, Spain
Contact Info:

Ban/Watch Details

Full Name	Ban/Watch	Start Date	End Date
	Ban	6/ 6/2022	Permanent

Type Of Ban: Permanent **Notes:**

EXHIBIT # 5
PAGE # 3

Reporting Party: **Supervisor:**

Incident File Full Report

Incident File #IN20220002674

Reason For Ban: Per Upper Management

Identification: Driver License

Pazos Fernandez, Mauricio Jose	Ban	6/ 6/2022	**Permanent**

Type Of Ban: Permanent **Notes:**

Reason For Ban: Per Upper Management

Identification: Foreign Driver's License

List of Attached Records:

Record Type	Summary	Attached By	Date Attached
iDispatch	Dispatch#: DS20220003840 - Daily Log#: DL20220020150 - Call Time: 06/06/2022 15:19:50 - Dispatch Code: APPROACHING PATRON - Dispatch Subcode: - Dispatch Level: - Dispatch Emergency Type: - Property: Magic City Casino - Location: Poker Room - Dispatch Status: Cleared	kmejia	6/ 6/2022

EXHIBIT # 5
PAGE # 4

Reporting Party:

Supervisor:

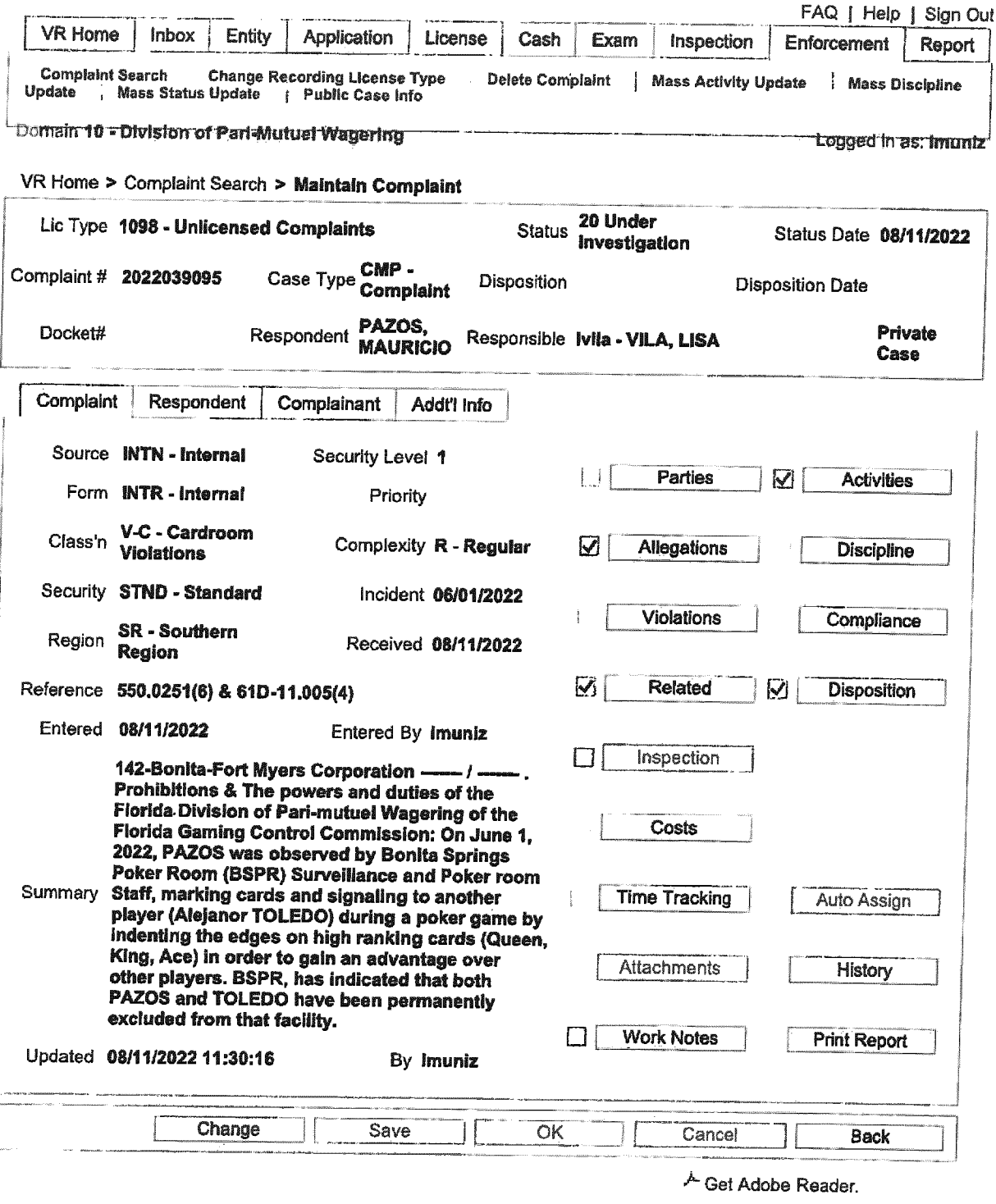


EXHIBIT # 12
PAGE # 1

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1098 - Unlicensed Complaints**			Status	**20 Under Investigation**	Status Date	**08/11/2022**
Complaint #	**2022039095**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**PAZOS, MAURICIO**	Responsible	**Ivila - VILA, LISA**		**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	**06/01/2022**
Region	**SR - Southern Region**	Received	**08/11/2022**
Reference	**550.0251(6) & 61D-11.005(4)**		
Entered	**08/11/2022**	Entered By	**lmuniz**
Summary	**142-Bonita-Fort Myers Corporation ------- / ------- . Prohibitions & The powers and duties of the Florida Division of Pari-mutuel Wagering of the Florida Gaming Control Commission: On June 1, 2022, PAZOS was observed by Bonita Springs Poker Room (BSPR) Surveillance and Poker room Staff, marking cards and signaling to another player (Alejanor TOLEDO) during a poker game by indenting the edges on high ranking cards (Queen, King, Ace) in order to gain an advantage over other players. BSPR, has indicated that both PAZOS and TOLEDO have been permanently excluded from that facility.**		
Updated	**08/11/2022 11:30:16**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☑ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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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: June 1, 2022

☐ PMW ☒ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: Bonita Fort Myers Corporation **LIC #:** 142

RESPONDENT

NAME: Mauricio Pazos		
Address: **1235 Fairlake Trace # 503, Weston, FL 33326**		Tel #:
LIC #: N/A	**LIC TYPE:** 1098	**OCCUPATION:**

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): F.S. 550.0251 The powers and duties of the Florida Division of Pari-mutuel Wagering of the Florida Gaming Control Commission.

DESCRIPTION: 61D-11.005 Prohibitions

SPECIFIC RULE: 550.0251(6) In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 division. 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.

61D-11.005(4) Prohibitions
No person shall, either directly or indirectly:
(a) Employ or attempt to employ any device, scheme, or artifice to defraud any participant in a game or the cardroom operator.
(b) Engage in any act, practice, or course of operation that would constitute a fraud or deceit upon any participant in a game or the cardroom operator.
(c) Engage in any act, practice, or course of operation with the intent of cheating any participant or the cardroom operator.

DESCRIPTION: On June 1, 2022, **PAZOS** was observed by Bonita Springs Poker Room (BSPR) Surveillance and Poker room Staff, marking cards and signaling to another player [redacted] during a poker game by indenting the edges on high ranking cards (Queen, King, Ace) in order to gain an advantage over other players. BSPR, has indicated that both **PAZOS** and [redacted] have been permanently excluded from that facility.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Lisa Vila (Print Name) | (Signature) | July 29, 2022 (Date)

PMW 518 (Effective 4/19)

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Adult Signature Restricted Delivery $
Postage
$
Total Postage
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Sent To
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City, State,
10-19-22
Postmark Here
Mauricio Pazos
400 Southwest 1st Avenue, Apt#404
Fort Lauderdale, Florida 33301
AC – 2022039095 – PMW
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions

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FAQs >

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70202450000050964015

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Feedback

Latest Update

Your item was delivered to an individual at the address at 5:30 pm on October 24, 2022 in FORT LAUDERDALE, FL 33301.

Delivered

Delivered, Left with Individual

FORT LAUDERDALE, FL 33301
October 24, 2022, 5:30 pm

See All Tracking History

Text & Email Updates ⌄

USPS Tracking Plus® ⌄

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Hector Reynel Mariani Garcia Case No. 2022-042508; Default Final Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the permanent exclusion of Hector Reynel Mariani Garcia ("Respondent") from all pari-mutuel and slot facilities in the state of Florida. By failing to respond to the properly served administrative complaint seeking to exclude him, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order excluding Respondent from all pari-mutuel and slot facilities in the state of Florida.

Background

On August 19, 2022, Respondent was a patron of Hialeah Park Casino.[1] Respondent was seen via surveillance footage capping his bet. Capping, a form of cheating, means adding money to a winning bet after the outcome is known. Respondent was permanently excluded from Hialeah Park Casino[2], on August 19, 2022.

Based on his exclusion from Hialeah Park Casino, the Division served Respondent with an administrative complaint seeking his exclusion from all pari-mutuel and slot facilities in the state of Florida. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[3] to file a written response to the administrative complaint. The Respondent was served on November 2, 2022 which means the Respondent had until November 23, 2022 to respond. He has never responded.

[1] Hialeah Park is operated by a pari-mutuel wagering permitholder that also possesses a slot machine and cardroom license.

[2] Pari-mutuel permitholders and slot machine licensees have the right to exclude patrons. §§ 550.0251(6); 551.112, Fla. Stat.

[3] *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.")

Analysis
Respondent can be excluded from all pari-mutuel and slot machine facilities in this state. Section 550.0251(6), Florida Statutes, provides, in relevant part, 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." Likewise, section 551.112, Florida Statutes, provides, in relevant part "[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." Hialeah Park is both a pari-mutuel facility and slot machine licensee in this state. And Respondent was ejected from it. Accordingly, Respondent can be excluded from all pari-mutuel and slot machine facilities in this state.

Because Respondent failed to file a timely response to the properly served administrative complaint seeking to exclude him from all pari-mutuel and slot machine facilities in this state, he waived his right to request a hearing. Therefore, the Florida Gaming Control Commission may enter a final order excluding Respondent from all pari-mutuel and slot machine facilities in this state.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order permanently excluding Hector Reynel Mariani Garcia from all pari-mutuel and slot machine facilities in this state.

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.: 2022-042508

HECTOR REYNEL MARIANI GARCIA,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Hector Reynel Mariani Garcia ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering, slot machines, and cardroom operations pursuant to Chapters 550, 551, and 849, Florida Statutes.

2. At all times material hereto, Respondent's address was reported as 1401 Bay Road, Apt. 210 Miami Beach, Florida 33139.

3. At all times material hereto, Hialeah Park Casino was a facility operated by a permitholder authorized to conduct pari-mutuel wagering, slot machines, and cardroom operations in the State of Florida.

4. On or about August 19, 2022, Respondent was a patron of Hialeah Park Casino.

5. On or about August 19, 2022, Respondent was ejected and permanently excluded from Hialeah Park Casino.

6. Respondent was permanently excluded for the reasons alleged in Exhibit 1.

7. 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).

8. 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 supplied).

9. 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 Hialeah Park Casino on or about August 19, 2022.

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, 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 2022-042508 is signed this 19th day of October 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1098 - Unlicensed Complaints**			Status	**90 Closed**	Status Date	**10/12/2022**
Complaint #	**2022042508**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**MARIANI GARCIA, HECTOR REYNEL**	Responsible	**bjones - JONES, BRADFORD**		**Private Case**

Complaint | Re pondent | 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	**08/19/2022**
Region	**SR - Southern Region**	Received	**08/31/2022**
Reference	**61D-11.005(4)(a-c)**		
Entered	**08/31/2022**	Entered By	**lmuniz**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Di po ition | Inspection | Costs | Time Tracking | Auto Assign | Attachment | Hi tory | Work Notes | Print Report

Summary

544-South Florida Racing Assoc., LLC ---------- / --------- . Prohibitions: On August 19, 2022, this investigator was informed by Hialeah Park Card room Director Angelo Garcia of an incident in which a patron was observed cheating. Garcia stated that the patron was caught "Capping" because he realized that he had a winning hand. Garcia advised that all documents and video has been saved for my review. On August 25, 2022, this Investigator responded to Hialeah Park and obtained copies of the reports and video of the incident. Upon review of the video footage, it revealed that the patron identified as Hector Reynel Mariani Garcia was sitting at Poker Table #11, seat #1. While sitting and playing Poker at the table, Garcia was observed adding chips to an already placed bet in order to get a larger winning payout. This action is known as "Capping" which is a form of cheating. After reviewing the reports and video footage of the incident, an Open Case Request was sent to FGCC Investigations Supervisor Julio Minaya for review and approval.

Updated **10/12/2022 10:44:48** By **lmuniz**

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**	**August 31, 2022**	**2022 04 2508**

Respondent:	Complainant:
MARIANI GARCIA, HECTOR REYNEL [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL (954) 202-3900**

License # and Type:	Profession:	Report Date:
N/A / 1098	**Patron**	**October 4, 2022**

Period of Investigation:	Type of Report:
August 31, 2022 through October 4, 2022	**Final**

Alleged Violation: Florida Administrative Code 61D-11.005 Prohibitions.
(4) No person shall, either directly or indirectly:
(a) Employ or attempt to employ any device, scheme, or artifice to defraud any participant in a game or the cardroom operator.
(b) Engage in any act, practice, or course of operation that would constitute a fraud or deceit upon any participant in a game or the cardroom operator.
(c) Engage in any act, practice, or course of operation with the intent of cheating any participant or the cardroom operator.

Synopsis: On August 19, 2022, this Investigator was informed by Hialeah Park Racing & Casino Poker Director Angelo Garcia of an incident in which a patron was observed cheating. Garcia stated that the patron, Hector Reynel **MARIANI GARCIA,** was caught "Capping" his bet when he realized that he had a winning hand. Garcia advised that all documents and video related to this incident have been saved for my review.

On August 25, 2022, this Investigator visited Hialeah Park and obtained copies of all reports and video footage related to this incident. Review of the video footage shows **MARIANI GARCIA** seated at Poker table #11, seat #1 playing a live poker game when he can be seen adding chips to an already placed bet in order to get a larger winning payout. This action is known as "Capping" which is a form of cheating.

After reviewing the reports and video footage of the incident, an Open Case Request was submitted to Investigative Supervisor Julio Minaya for review and approval.

Related Case(s):

Investigator / Date:	Investigator Supervisor / Date
Tyrell D. Smith / October 4, 2022	Julio Minaya / October 10, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / October 11, 2022

CONTINUATION

Further investigation into this matter and a review of Hialeah Park Security Incident Reports #IN20220001388, and #IN20220001386, revealed that on August 19, 2022, at approximately 2:07 A.M., **MARIANI GARCIA** was in the card room seated at table #11, seat #1. According to Report #IN20220001386, **MARIANI GARCIA** was observed by Poker Dealer Kay Morales, adding an additional $200.00 in chips to his already placed $500.00 bet. Morales notified Poker Manager Sander Reyes of the incident and at 2:17 A.M. Reyes requested a Surveillance review of the activity at table #11. The Report further states that after confirming that **MARIANI GARCIA** had "capped" his bet, Reyes escorted **MARIANI GARCIA** away from table #11 and a short time later **MARIANI GARCIA** returned five (5) Black chips valued at $100.00 each and $300.00 in cash totaling $800.00 to Reyes who then had the total amount of $800.00 returned to table #11's Designated Player Banker **(EXHIBIT # 1).**

As per Report #IN20220001388, on August 20, 2022, **MARIANI GARCIA** returned to the facility but was stopped by Security Supervisor Isaac Cortez who was dispatched to his location. Once Cortez made contact with him, **MARIANI GARCIA** was informed that he had been permanently excluded by the facility and was asked to leave. **MARIANI GARCIA** exited the facility without further incident **(EXHIBIT #2).**

On August 25, 2022, I reviewed the surveillance video footage of the incident. The following was noted:

Between 2:07:38 A.M. and 2:07:52 A.M., **MARIANI GARCIA** is observed sitting at Poker table #11, seat #1. He places (5) Black chips on top of the "ante" circle for a total of $500.00. Dealer Morales is observed placing all (5) community cards on the board face down. Morales turns over the first (3) cards on the board, revealing an eight of diamonds, a two of diamonds and a nine of diamonds. After Morales revealed the cards, **MARIANI GARCIA** picks up his cards and looks at them; he is then observed placing two $100.00 dollar Black chips in his right hand and concealing them behind the playing cards that he is holding in his left hand. He then places the two Black chips on top of his initial $500.00 "ante" bet (which now totals $700.00) and continues to play the hand unaware that the Designated Player Banker assigned to the table had observed him.

As the game continued, at 2:09 A.M., **MARIANI GARCIA** is observed handing the dealer $2,100.00 in cash and the dealer gives back **MARIANI GARCIA** $2,100.00 in black chips. **MARIANI GARCIA** then places the $2,100.00 on the Flop 1-3x "play" bet which he is "allowed" to do based on his wrongfully increased "ante" wager.

At 2:16 A.M., the Designated Player Banker (later identified as Ayhman Sallam) can be seen speaking with his Supervisor and appears to be advising him of his suspicion. Although not captured on the video footage, the Surveillance Report notes that the Banker's Supervisor advised Poker Supervisor Reyes of Sallam's allegation.

At 2:18 A.M., Reyes is observed approaching table #11, and engaging **MARIANI GARCIA** in conversation. **MARIANI GARCIA** stands up and walks away from table #11 and both are observed talking to each other on the poker floor. However, **MARIANI GARCIA** is observed returning to table #11, where he remains seated while talking to Reyes.

CONTINUATION

At 2:30: A.M, **MARIANI GARCIA** is still seated at table #11 talking to Reyes when he is observed on video footage placing five (5) Black chips valued at $100.00 each and $300.00 in cash totaling $800.00 on the table. Reyes is observed picking up the cash and the chips from the table. He then hands $500.00 in chips to the Designated Player Banker at table #11, and gives the remaining $300.00 in cash to Poker Supervisor Pedro Conception to exchange them from cash to chips. After making the exchange, Conception returned the $300.00 now in chips to the Designated Player Banker at table #11.

At 2:37:33 A.M., **MARIANI GARCIA** was allowed to cash out his remaining chips. After doing so, he returned to the Card room and engaged Reyes in conversation.

At 2:45:13 A.M., after speaking with Reyes, **MARIANI GARCIA** is observed on video footage leaving the Card room and exiting the facility without further incident. Although the Incident report stated that Dealer Kay Morales observed the incident. Review of video footage by this Investigator confirmed that the individual who may have actually witnessed **MARIANI GARCIA** adding the extra chips to his bet was the Designated Player Banker.

After the incident, **MARIANI GARCIA** was presented with a Hialeah Park Exclusion Form which he refused to acknowledge or sign. After leaving the facility, he was placed on the facility B.O.L.O (Be on the Look Out) list pending review of the incident by Director of Poker, Angelo Garcia and Poker Manager, Adriana Jimenez.

On September 14, 2022, this investigator met with Poker Manager Adriana Jimenez who provided the name of Ayman Sallam as being the Designated Player Banker assigned to table #11 on August 19, 2022, and who may have witnessed **MARIANI GARCIA** capping his bet.

On September 15, 2022, this Investigator telephonically interviewed Sallam regarding this incident. Sallam stated that on the day of the incident he did not actually see **MARIANI GARCIA** put the extra chips on his original bet. However, he noticed a change in the bets that were originally placed on the table by **MARIANI GARCIA**. He asked Dealer Morales if she had noticed anything unusual regarding the bets. According to Sallam, Morales stated that she had not seen anything. The game then continued but Sallam still thought that “something wasn’t right.” After the game, Sallam stated that he informed his Supervisor about his suspicion, and suggested that the Poker Manager conduct a review of surveillance footage to ensure that “there was nothing going on.” According to Sallam, his Supervisor advised Poker Supervisor Reyes of the incident and a Surveillance review was conducted. Sallam further stated that after the Surveillance review was completed, his suspicion that **MARIANI GARCIA** had added additional chips to his bet was confirmed. Sallam concluded by saying that **MARIANI GARCIA** was then approached by Poker Manager Reyes about “capping” his bet and **MARIANI GARCIA** agreed to return $800.00 in chips back to the Designated Player Banker.

On September 19, 2022, this Investigator spoke to Poker Manager Reyes regarding this incident. Reyes confirmed that it was the Designated Player Banker who realized that **MARIANI GARCIA** had added extra chips to his bet and not the dealer as indicated in the Incident Report. Reyes further stated that when he confronted **MARIANI GARCIA** about the incident he denied it. However, for reasons unknown, **MARIANI GARCIA** then stated that if he had been seen adding chips it must have been a mistake. **MARIANI GARCIA** agreed to pay the money back and handed Reyes $500.00 in chips and $300.00 in cash which was all ultimately returned to table #11’s Designated Player Banker. **MARIANI GARCIA** was then permanently excluded from the facility.

CONTINUATION

On October 10, 2022, I spoke to Hialeah Park Surveillance Director Paul Acolese in order to gain a better understanding as to why $800.00 was returned to the Designated Player Banker. After viewing the footage, he stated that during the game and after the Flop, **MIRANI GARCIA** threw $2,100.00 cash on the table and had the dealer exchange it for $2,100.00 in black one-hundred dollar chips. **MIRANI GARCIA** then placed the $2,100.00 in chips on top of the Flop 1-3x (1 to 3 times the original) “play” bet. Acolese explained that because the $2,100.00 “play” bet was on the table, **MIRANI GARCIA** was paid out an extra $100.00 totaling $800 in winnings therefore; $800.00 was the correct amount that was owed to the Designated Player Banker.

To further clarify, **MIRANI GARCIA’s** “play” bet which should have been $1,500.00 was wrongfully increased to $2,100.00 or $600.00 in excess of the proper wager. The combination of the $200.00 “capping” of the “ante“ wager and the $600.00 excess on the “play” wager the means that the proper amount to be returned to the Designated Player was $800.00.

Conclusion: Due to **MARIANI GARCIA’s** actions he has been permanently excluded from Hialeah Park. Because he acted to intentionally engage in fraud or deceit with the intent of cheating a participant in a cardroom game he has committed a violation of F.A.C. 61D-11.005.

Status: Case closed by Investigations and forwarded to Legal for review.

CONTINUATION

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Incident File Full Report

Hialeah Park
NOW AND FOREVER

iTrak Incident Reporting and Risk Management System Version 2019.3.2.33901

Incident Number: IN20220001386
Date/Time Occurred: 8/19/2022 2:17:46 AM
Day of Week: Friday
Created by: wlantigua

Printed By: wlantigua

Printed On: 9/ 8/2022 at 11:03:30 AM

EXHIBIT # 1
PAGE # 1

Incident File Full Report

Incident File #IN20220001386

		Record Creation Details	
Date/Time Occurred:	8/19/2022 2:17:46 AM	Department:	Surveillance
Day of Week Occurred:	Friday	Owner:	wlantigua
Date/Time Created:	8/19/2022 3:41:34 PM	Operator ID:	wlantigua
Date/Time Closed:		Operator Name:	
Closed By:		Personnel ID:	
		Card Number:	
		Job Position	
		Secondary Operator:	

Location of Incident:

Property:	Hialeah Park Casino
Location:	Poker Room
Sublocation:	Table 11

Details of Incident:

Daily Log #:	DL20220025924
Incident Type:	Cheat at play
Specific:	Poker game
Incident Status:	Open
Synopsis:	Poker Manager Sander Reyes requested a review to determine if player #1 from table #11 added $200.00 to his bet after the hand had started. A review was conducted and showed at 0207 hours, player #1 adds (2) black chips onto his front bet of $500.00 after the first 3 community cards were revealed. Reyes was advised. Patron later paid back the money he owed to the DP. Nothing further was observed. cam 2011
Checklist:	

Narrative:

Created On	Created By	Modified On	Modified By
8/19/2022 3:41:35 F	wlantigua	8/23/2022 9:32:00 A	wlantigua

On 19 August 2022, at approximately 0217 hours, Poker Shift Manager [redacted] Reyes requested a review to determine if player #1, later identified as [redacted] Mariani Garcia (#244098) from table #11 added chips onto his bet after the game had started. A review was conducted and the following was observed on camera(s) 2011, 259, 323, 261 and 252:

At 0207 hrs, Mariani is observed placing (5) black chips on top of the "ante" circle on table #11 for a total of $500.00. Poker Dealer [redacted] Morales is observed placing all (5) community cards on the board face down. Morales turns over the first (3) cards on the board, revealing an eight of diamonds, two of diamonds and a nine of diamonds. After Morales reveals the cards, Mariani grabs his cards, looks at them, then adds (2) black

Reporting Party:

Supervisor:

EXHIBIT #~1
PAGE #~2

chips on top of his initial ante bet. Mariani waits for Reyes to walk away from the table before adding his chips.

At 0209 hrs, Mariani hands Morales $2,100.00 in cash. Morales gives back $2,100.00 in black chips. Mariani is observed placing the $2,100.00 on the Flop 1-3x bet.

At 0216 hrs, Reyes is informed of the findings at table #11.

At 0218 hrs, Reyes is observed approaching Mariani at table #11 and pulls him away from the table to speak with him in regards to the violation of house rules.

At 0230 hrs, Mariani hands Reyes $500.00 in black chips and $300.00 in cash. Reyes hands the (5) black chips to the Designated Player (DP) and hands the $300.00 in cash to Poker Supervisor Pedro Conception.

At 0231 hrs, Conception is observed approaching the poker cashier's cage, window #2 and hands Cage Supervisor [redacted] Tavarez $300.00 in cash to exchange for chips. Tavarez pays out (3) black chips. Conception walks back to table #11 where ha hands the remaining (3) black chips to the DP.

At 0236 hrs, Mariani is observed picking up all his poker chips, placing them on a rack and stepping away from the table.

At 0237 hrs, Mariani is observed approaching the poker cashier's cage, window #4 and hands Cage Cashier [redacted] Herrera $5,165.00 in chips. Herrera pays out $5,165.00 in cash.

At 0242 hrs, Mariani walks over to Reyes who was standing by the supervisor's podium next to table #12. Reyes and Mariani speak momentarily before Mariani walks away.

At 0245 hrs, Mariani walks out through the north poker doors.

Reyes later informed that Mariani will become a B.O.L.O. pending Director of Poker [redacted] Garcia's final verdict on the incident. Reyes later informed that after Garcia and Poker Manager [redacted] Jimenez reviewed the video, Mariani will be permanently excluded from Hialeah Park Casino and it's poker room for violation of house and state rules should he return to property. Nothing further was observed, video saved.

On 20 August 2022 at approximately 1239 hrs, It was reported that Mariani was on the poker floor. Visual was established and the following was observed. (Cam 260,17,236,237)

At 1240 hrs, Security supervisor [redacted] Cortez is observed arriving to poker room and talking to Mariani.

At 1241 hrs Cortez is observed escorting Mariani through North poker exit. Mariani leaves property via north parking lot.

EXHIBIT # 1
PAGE # 3

Nothing further to report. Video saved.

Executive Brief:

Participants Involved:

Personnel

Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Cage Cashier	Department:	
Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Cage Supervisor	Department:	
Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Poker CSL	Department:	
Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Poker Manager	Department:	
Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Poker Manager, Witness	Department:	
Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Poker Supervisor, Witness	Department:	
Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Security Supervisor, Responder	Department:	

Subject

Full Name:	Mariani, Hector	Company:	
Role:	Patron		

EXHIBIT # 1
PAGE # 4

Reporting Party:

Supervisor:

Incident File Full Report

Incident File #IN20220001388

Date/Time Occurred:	8/19/2022 2:09:00 PM	**Record Creation Details**	
Day of Week Occurred:	Friday	**Department:**	Security Dept
Date/Time Created:	8/19/2022 5:04:23 PM	**Owner:**	icortez
Date/Time Closed:		**Operator ID:**	icortez
Closed By:		**Operator Name:**	
		Personnel ID:	
		Card Number:	
		Job Position	
		Secondary Operator:	

Location of Incident:

Property:	Hialeah Park Casino
Location:	Poker Floor
Sublocation:	Poker Table#11 Seat#1

Details of Incident:

Daily Log #:	DL20220026012
Reference:	Poker Exclusion
Incident Type:	EXCLUSION
Specific:	Exclusion
Category:	Exclusion
Incident Status:	Open
Synopsis:	Poker guest Hector Garcia Mariani was advised he will be Permanently excluded for a Poker gaming violation, while playing at Table #11 Seat #1.
Checklist:	

Narrative:

Created On	Created By	Modified On	Modified By
8/19/2022 5:04:24 F	icortez	8/21/2022 6:15:54 F	jramirez

At 2:09 AM, Poker player Mr. [redacted] Garcia Mariani was playing at the Poker Floor, Table #11 Seat #1. While at said table, he was observed by Poker Dealer [redacted] Morales and Poker Supervisor [redacted] Reyes adding 2 black chips to his original ante bet after looking at his cards. Once he realized he had a winning hand, he doubled his ante bet to $2000k on the flop bet. Mr. Mariani acct#244098 was advised by poker management that he is no longer allowed on Hialeah Park property and excluded from the poker room. A BOLO warning was also added to his account should he attempt to return. Nothing Further.

Updated on 08/20/22 -
Poker Supervisor Raquel Morales contacted Security Dispatch regarding a possible Excluded guest on property. I, Security Supervisor [redacted] Cortez responded to the

EXHIBIT # 2
PAGE # 1

Reporting Party:

Supervisor:

location. Upon arrival, I made contact with Mr. Mariani and explained to him that he was actively on file as a permanently excluded guest and was advised to leave the property or possibly face arrest. He then left without incident. surveillance was also advised. Two additional photos were added on 08/20/22. Nothing further.

Executive Brief:

Participants Involved:

Personnel

Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Poker Dealer	Department:	
Date Of Birth:			
Full Name:	[redacted]	Property:	Hialeah Park Casino
Role:	Poker Supervisor	Department:	
Date Of Birth:			

EXHIBIT # -2
PAGE # -2

Reporting Party:	Supervisor:

EXCLUSION FORM

IMPRIMA O ESCRIBA LAS RESPUESTAS A LO SIGUIENTE EN LOS ESPACIOS PROPORCIONADOS

1. NAME: Mariani Garcia Hector
LAST (INCLUDE SR., JR., ETC., IF APPLICABLE) FIRST MIDDLE

2. DO YOU USE ANY OTHER NAME(S)? YES ____ NO ✓ IF YES, LIST THE ADDITIONAL NAME(S) BELOW (INCLUDE MAIDEN NAME, ALIASES, NICKNAMES OR ANY OTHER NAME(S)):

[redacted]

4. HOME TELEPHONE OR CELL NUMBER N/A

5. DATE OF BIRTH [redacted]

6. HEIGHT 5' 11" FT-IN

7. WEIGHT 185 LBS

PLEASE CIRCLE APPROPRIATE ANSWER:

GENDER: (MALE) FEMALE

8. HAIR COLOR: BLACK, BLOND, GRAY, BALD, (BROWN), RED, WHITE, OTHER

9. EYE COLOR: BLACK, HAZEL, GRAY, (BROWN), BLUE, GREEN

10. BODY TYPE: SHORT, OVERWEIGHT, HEAVYSET, TALL, SLENDER, (AVERAGE)

11. EXCLUSION PERIOD: Permanent

12. EFFECTIVE DATE OF EXCLUSION: 8.19.22

13. REASON FOR EXCLUSION: Gaming Violation Poker

Firma del Cliente: Refused to Sign Fecha: 8.19.22

Firma del Tesigo: _____ Fecha: _____

Relevo de Responsabilidad: Al firmar esta forma el cliente entiende que al regresar el/ella dicha propiedad, "Poker room", "Casino",area de "Simulcast" o cualquiera de las areas pertinentes a Hialeah Casino, que incluyen los estacionamientos se expondra a traspaso o arresto. El/La cliente entiende qua al firmar dicha forma todo promociones de Hialeah Casino terminen imediatamente. El/La Cliente tambien entiende que al firmar dicha forma, no tendra ningun tipo de derecho a pagos por ganancias o perdidas por juegos durante su periodo de exclucion de Hialeah Park and Casino, I/o sus areas de "Simulcast"

EXHIBIT # - 3
PAGE # - 1

State of Florida
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations

PROPERTY RECEIPT

Complaint # 2022-04-2508 Date 8-25-22 Lab # _____

Item No.	Quantity	Description
1	1	USB WITH VIDEO FOOTAGE OF LAPSING INCIDENT HECTOR REYNEL MARIANI GARCIA.

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

EXHIBIT # 4
PAGE # 1

Form FGCC 11-75 (Revised 07/22)

Hialeah Park
RACING & CASINO

Hialeah Park Casino Evidence Receipt

Date: 8-25-22 **Time:** 10:00 am

Name: Tyrell Smith

Incident Report #: IN2022 0001386

No. of Copies: 1 USB containing report/video/pictures

Signature:

EXHIBIT # -4
PAGE # -2

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1098 - Unlicensed Complaints**			Status	**20 Under Investigation**	Status Date	**08/31/2022**
Complaint #	**2022042508**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**MARIANI GARCIA, HECTOR REYNEL**	Responsible	**tsmith2 - SMITH, TYRELL**		**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	**08/19/2022**
Region	**SR - Southern Region**	Received	**08/31/2022**
Reference	**61D-11.005(4)(a-c)**		
Entered	**08/31/2022**	Entered By	**lmuniz**

Summary: **544-South Florida Racing Assoc., LLC ---------- / ---------- . Prohibitions: On August 19, 2022, this investigator was informed by Hialeah Park Card room Director [redacted] Garcia of an incident in which a patron was observed cheating. Garcia stated that the patron was caught "Capping" because he realized that he had a winning hand. Garcia advised that all documents and video has been saved for my review. On August 25, 2022, this Investigator responded to Hialeah Park and obtained copies of the reports and video of the incident. Upon review of the video footage, it revealed that the patron identified as Hector Reynel Mariani Garcia was sitting at Poker Table #11, seat #1. While sitting and playing Poker at the table, Garcia was observed adding chips to an already placed bet in order to get a larger winning payout. This action is known as "Capping" which is a form of cheating. After reviewing the reports and video footage of the incident, an Open Case Request was sent to FGCC Investigations Supervisor [redacted] Minaya for review and approval.**

Updated **08/31/2022 12:57:46** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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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: **August 19, 2022**

☐ PMW	☒ Cardroom	☐ Slot	☐ Violation	☐ Incident	☐ Complaint

FACILITY NAME: **South Florida Racing Associates LLC (Hialeah Park)** **LIC #:** 544

RESPONDENT

NAME: Hector Reynel Mariani Garcia		
Address: 1401 Bay Road, Apt # 210, Miami Beach, Florida 33139		Tel
LIC #: N/A	**LIC TYPE:** 1098	**OCCUPATION:** Patron

COMPLAINANT

NAME: South Florida Racing Associates LLC. (Hialeah Park)		Tel #:
Address: 100 East 32nd Street, Hialeah, FL 33013		
LIC #: 544	**LIC TYPE:** 1002	**OCCUPATION:** Permit Holder

VIOLATION(S) / TITLE(S): 61D-11.005 Prohibitions.

(4) No person shall, either directly or indirectly:
(a) Employ or attempt to employ any device, scheme, or artifice to defraud any participant in a game or the cardroom operator.
(b) Engage in any act, practice, or course of operation that would constitute a fraud or deceit upon any participant in a game or the cardroom operator.
(c) Engage in any act, practice, or course of operation with the intent of cheating any participant or the cardroom operator.

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After reviewing the reports and video footage of the incident, an Open Case Request was sent to FGCC Investigations Supervisor Julio Minaya for review and approval.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

[redacted] Smith _____ _____ August 25, 2022
(Print Name) (Signature) (Date)

FGCC-PMW (Effective 7/22)

7020 2450 0000 5096 4077

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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Extra Services & Fees *(check box, add fee as appropriate)*
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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

10-26-22

Postmark Here

Postage
$

Total Posta
$

Sent To

Street and

City, State,

Hector Reynel Mariani Garcia
1401 Bay Road, Apt. 210
Miami Beach, Florida 33139
AC – 2022042508 – PMW

PS Form **3800**, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs >

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MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Emily Alvarado, Deputy Chief Attorney
Re: FGCC v. Edi Gonzalez Case No. 2022-048601 Default Final Order
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the imposition of $100 administrative fine on Edi Gonzalez ("Respondent"). By failing to respond to the properly served administrative complaint, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order imposing an administrative fine of $100.

Background

On October 3, 2022, Respondent was on the grounds of Palm Meadows Training Center and was approached by an Investigator conducting a Pari-Mutuel Wagering license check. Respondent refused to produce his license or provide his name or date of birth to the investigator conducting the search. The investigator was unable to complete the license check of Respondent.

Based on his action, the Division served Respondent with an administrative complaint. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[1] to file a written response to the administrative complaint. The Respondent was served on November 8, 2022 which means the Respondent had until November 29, 2022 to respond. He has never responded.

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 550.105, Florida Statutes, or any rules adopted pursuant to that section.[2]

Rule 61D-2.003, Florida Administrative Code, states "[n]o person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the

[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.")
[2] § 550.105(5)(e), Fla. Stat.

performance of his or her duties and responsibilities on the permitholder's premises."

Because Respondent failed to file a timely response to the properly served administrative complaint, he waived his right to request a hearing. Therefore, the Florida Gaming Control Commission may enter a final order imposing an administrative fine of up to $1000.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order imposing a $100 administrative fine on Edi Gonzalez.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 10/20/2022
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.: 2022-048601

EDI GONZALEZ,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Edi Gonzalez ("Respondent"), and alleges as follows:

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 11594896-1022, issued by Petitioner.

3. Palm Meadows Training Center ("PMTC") is a facility owned and operated by a permitholder authorized to conduct pari-mutuel wagering in this state under Chapter 550, Florida Statutes.

4. On October 3, 2022, Respondent was on the grounds of PMTC and was approached by an Investigator conducting a routine Pari-Mutuel Wagering license check.

5. Respondent was asked by investigators to produce his Pari-Mutuel Wagering license and he refused.

6. Respondent also failed to provide his photo identification or give his name or date of birth to the investigators.

7. Rule 61D-2.003, Florida Administrative Code, provides that "[n]o person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises."

8. Based on the foregoing, Respondent is in violation of Rule 61D-2.003, Florida Administrative Code, by resisting, obstructing, or opposing a division employee in the performance of their duties on a permitholder's premise.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties that the Commission is authorized to impose pursuant to Chapter 550, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-048601 is signed this 19th day of October, 2022.

/s/ Emily A. Alvarado

Emily A. Alvarado
Deputy Chief Attorney
FBN: 1025200
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**90 Closed**	Status Date	**10/14/2022**
Complaint #	**2022048601**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**GONZALEZ, EDI**	Responsible	**bjones - JONES, BRADFORD**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**IIID - Unauthorized Entry/Unlicensed Personnel**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**10/03/2022**
Region	**SR - Southern Region**	Received	**10/10/2022**
Reference	**61D-2.003**		
Entered	**10/10/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc, Inc. / Palm Meadows Training Center ---------- / --------- . Unlicensed Personnel / Knowingly Interfering with Division Duties: On October 3, 2022, this Investigator and Investigator Miriam Roca were conducting a facility/barn inspection of barn #7 at Palm Meadows Training Center (PMTC). During a routine PMW license check, Groom Edi GONZALEZ failed to produce a license or photo identification and stated we were "bothering him." He also provided a fictitious name of "Jose Alvarez", stated he was a "Foreman" and would not provide a date a birth in order to confirm his identity or licensure status.**		
Updated	**10/14/2022 10:16:31**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
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☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**October 10, 2022**	**2022 04 8601**

Respondent:	Complainant:
GONZALEZ, EDI **8898 LYONS RD.** **BOYNTON BEACH, FLORIDA 33472**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL. 954-202-3900**

License # and Type:	Profession:	Report Date:
11594896 / 1022	**Groom**	**October 11, 2022**

Period of Investigation:	Type of Report:
October 10, 2022 to October 11, 2022	**FINAL**

Alleged Violation: 61D-2.003 Knowingly Interfering With Division Duties.
No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

Synopsis: On October 3, 2022, this Investigator and Investigator Miriam Roca were conducting a facility/barn inspection of barn #7 at Palm Meadows Training Center (PMTC). During a routine PMW license check, Groom Edi **GONZALEZ** failed to produce a license or photo identification and stated we were "bothering" him. He also provided a fictitious name of "Jose Alvarez", stated he was a "Foreman" and would not provide a date a birth in order to confirm his identity.

Related Case(s):

Investigator / Date	Investigator Supervisor / Date
Kelly Melendez/ October 11, 2022	Bradford D. Jones / October 13, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / October 13, 2022

CONTINUATION

On October 3, 2022, this Investigator and Investigator Miriam Roca were conducting a routine facility/barn inspection of barn #7 at Palm Meadows Training Center (PMTC). The Trainer for this barn, Jose Jimenez (Lic. #10147632 – Exp. June 30, 2024) was not present during this visit **(EXHIBIT #1).**

While we were requesting licenses and conducting license checks, Groom Edi **GONZALEZ,** (Lic. #11594896 – Exp. June 30, 2023), stated we were "bothering" him and he was unable to produce a license or any other type of photo identification. **GONZALEZ** lied to Investigator Roca and I and stated his name was "Jose Alvarez". He also would not provide a date of birth to us in order to confirm his identity.

Investigator Roca and I then went to the PMTC Security Office and returned to Barn #7 with Security Supervisor Brian Augustyn and Security Officer George Willis. **GONZALEZ** had already left and was not seen in the area. The following day, based the description of **GONZALEZ** that I provided to Security Supervisor Augustyn, an individual believed to be **GONZALEZ** was observed in the vicinity of barn #7 and Security Supervisor Augustyn sent me a photo of that person. Upon viewing the photo, this Investigator made confirmation to Augustyn that subject pictured was indeed "Jose Alvarez". When confronted, **GONZALEZ** then lied to Security Supervisor Augustyn and claimed Investigator Roca and I were never there and that he never saw or spoke to us. As a result, **GONZALEZ** was fined $100.00 by PMTC Security **(EXHIBIT #2).**

Case Status: Closed by Investigations and forwarded to Legal for further review.

CONTINUATION

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET ……..

II. INVESTIGATIVE REPORT ……..

III. EXHIBITS

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2. Violation Notice ..……1-1
3. VERSA Licensing and Photo ID ……1-2
4. Badge List ……1-1

FLORIDA
GAMING CONTROL
COMMISSION

DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF INVESTIGATIONS

FACILITY VISIT

FACILITY #	FACILITY:	DATE:	ARRIVAL:	DEPARTURE:
326	PMTC	10/3/2022	10:15AM	12:15PM

☒ MATINEE ☐ EVENING ☐ INTER-STATE WAGERING / INTER-TRACK WAGERING

INSPECTION TYPE: ☒ ROUTINE ☐ RE-INSPECTION ☐ INVESTIGATION

AREAS INSPECTED

CARDROOM

- ☐ SURVEILLANCE
- ☐ CARDROOM FLOOR
- ☐ SECURITY OFFICE
- ☐ COUNT ROOM
- ☐ CASHIER CAGE

JAI ALAI

- ☐ COURT JUDGES
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ VIDEO TAPES

HORSE TRACK

- ☒ BACKSIDE ☐ PADDOCK
- ☒ STABLES/BARNS
- ☐ TRACK
- ☐ DETENTION AREA
- ☐ JOCKEY ROOM
- ☐ PRE-RACE EXAMINATION
- ☐ VETERINARIAN LIST
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ TOTE ROOM
- ☐ DRAW PROCESS

BARN #: 6 & 7 | COGGINS RECORDS TOTAL: 52

CONTACTS

STATE OFFICIALS: Steve Lym Kathy Elchemyer, Sheldon Revo and Martha Pacheco **CHIEF INSPECTOR:**	RACING OFFICIAL:	VETERINARIAN: **Dr. Benitez**	OTHER:
FACILITY MANAGEMENT: Administrative Asst: Stephanie Vaz **OPERATING OFFICIAL:** **SECURITY OFFICIAL: Gate Security- Jeannie Semilien, Amanda Rushlow, Andy Philbert, Chris Servius, George Willis, Anastasia Yarova Supervisor-Brian Augustyn**	STEWARDS:	JUDGES/STEWARDS:	

LICENSING

NUMBER CHECKED: **7** | NUMBER UNLICENSED: **N/A**

ADMINISTRATIVE COMPLAINTS

AC's ATTEMPTED SERVICE: **N/A** | AC's SERVED: **N/A**

ACTION TAKEN

☐ EVIDENCE IMPOUNDED	☐ PROPERTY RECEIPT	☒ SECURITY NOTIFIED	☐ CORRECTIVE ACTION
☐ WARNING ISSUED	☒ CASE TO BE OPENED	☐ NO ACTION TAKEN	
STATE OFFICIAL NOTIFIED:		OTHER AGENCY NOTIFIED:	

COMMENTS: During this visit I was accompanied by Inv. Miriam Roca. Barns #6 under Trainer Jose D'Angelo # 11568452 and #7 Trainer Jose Jimenez were visited. While conducting license checks in barn #7 under Trainer Jose Jimenez #10147632 (he was not present), we requested a license of an individual working in the barn who

indicated we were bothering him and he was unable to produce a license. He also stated he was the foreman with the name "Jose Alvarez" and failed to comply by giving us a date of birth. We proceeded to the security office and upon return with Security Supervisor Brian Augustyn and SO Willis the individual was gone. The following day Security Supervisor Augustyn was able to assist this investigator by taking a photo on the individual and confirmation was made that it was the individual from the day before. He was identified as Groom Edi Gonzalez #11594896 expiration 6/30/2023. Gonzalez then lied and indicated to Security Supervisor Augustyn that we were not present and he never saw us on the day prior. He was issued a violation by the facility of a $100.00 fine. A case will be opened for Gonzalez for interfering with division duties.

EMPLOYEE: K. Melendez DATE: 10/3/2022

EXHIBIT # 1
PAGE # 2

VIOLATION NOTICE

Gulfstream Park

NAME Gonzalez (LAST) EDI (FIRST)

ADDRESS/DORM# Barn 7 PMW LIC# 1159486

OCCUPATION Groom D.O.B [redacted]

TRAINER/EMPLOYER J. Jimenez

VEHICLE TYPE _____ TAG NO. _____

BADGE NO. _____ SS NO. _____ D.O.B. _____

On the 3 day of October 2022 at 10 hrs. location Track (Barn 7)

the above person did violate the below track rule(s) established by Gulfstream Park.

- ☐ Smoking in shed row/dorm room
- ☐ Unauthorized visitor
- ☐ Improper hay/straw storage
- ☐ Tampering with smoke detector
- ☐ Vehicle/hang down violation
- ☐ Drinking in the shed row
- ☐ Room violation
- ☐ Unclean room
- ☐ Glass bottle(s)
- ☐ Illegal parking
- ☐ Fighting
- ☐ Unleashed dog
- ☐ Disorderly conduct
- ☐ Under the influence
- ☐ Drug possession/paraphernalia
- ☐ Failure to put manure in pits
- ☐ Dumping shavings
- ☐ No PMW license/I.D. badge
- ☒ Failure to wear I.D.
- ☐ Pet in dorm room
- ☐ Cooking appliance(s)
- ☐ Other

Fail To update Badge, Failed to Carry badge, Lied about Name To State Investigator

Amount to Pay $ 100.00 by 11 October 2022

Date PAID _____ Amount _____ Initial ____

Warning only	☐ Yes	☑ No
Fined	☑ Yes	☐ No
Appear before Stewards	☐ Yes	☑ No

#2941

B. Augustyn
Security Officer

White-Security (DO NOT REMOVE) Yellow-Finance $ Pink-Violator

EXHIBIT # 2
PAGE # 1

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **bjones**

VR Home > License Search > **License Home**

License

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expires On **06/30/2023**

File # **95169** Name **GONZALEZ, EDI** Extended To

License # **11594896** Rank **GIND - General Individual Occupational** Renewed On

Entity # **11594896** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **8898** Street **LYONS ROAD**

Line 2

Line 3

City **BOYNTON BEACH** State **FL** Zip **33472**

Routing

Other

1st License Date **02/03/2021** Rank Date **02/03/2021** Certificate #

Method **I-S-1024** Status Date **02/03/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/28/2017	
I	TBRD - Thoroughbred	12/28/2017	
L	326 - Palm Meadows	12/28/2017	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **11594896**

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EXHIBIT # 3
PAGE # 1

State License:	11594896-23
First Name:	EDI
Last Name:	GONZALEZ
Date of Birth:	[redacted]
Expiration:	2023-06-30
Job:	GROOM
Location:	PLM
Dorm:	BARN 7
Trainer:	J. JIMENEZ

EXHIBIT # 3
PAGE # 2

PALMEADOWS TRAINER'S BADGE LIST

TRAINER: JOSE JIMENEZ	**LICENSE:**	**10147632-24**	**CELL:** [redacted]
BARN: 7	**STALLS:**		**UPDATED ON: 8/6/2022**
ASSIGNED ROOMS:			
ASSISTANT TRAINER:			**CELL:**
ASSISTANT TRAINER:			**CELL:**
FOREMAN: AL JIMENEZ			**CELL:** [redacted]
FOREMAN:			**CELL:**
VETERINARIAN:			**CELL:**

DATE OF ARRIVAL	EMPLOYEE NAME	D.O.B	OCCUPATION	LICENSE #	ROOM #	DATE TERMINATED
[redacted]						
8/6/2022	EDI GONZALEZ		GROOM			
[redacted]						

EXHIBIT # 4
PAGE # 1

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**20 Under Investigation**	Status Date	**10/10/2022**
Complaint #	**2022048601**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**GONZALEZ, EDI**	Responsible	**kmelendez - MELENDEZ, KELLY**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**IIID - Unauthorized Entry/Unlicensed Personnel**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**10/03/2022**
Region	**SR - Southern Region**	Received	**10/10/2022**
Reference	**61D-2.003**		
Entered	**10/10/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc, Inc. / Palm Meadows Training Center ---------- / --------- . Unlicensed Personnel / Knowingly Interfering with Division Duties: On October 3, 2022, this Investigator and Investigator Miriam Roca were conducting a facility/barn inspection of barn #7 at Palm Meadows Training Center (PMTC). During a routine PMW license check, Groom Edi GONZALEZ failed to produce a license or photo identification and stated we were "bothering him." He also provided a fictitious name of "Jose Alvarez", stated he was a "Foreman" and would not provide a date a birth in order to confirm his identity or licensure status.**		
Updated	**10/10/2022 11:11:36**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
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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: October 3, 2022

☒ PMW ☐ Cardroom ☐ Slot | ☐ Violation ☒ Incident ☐ Complaint

FACILITY NAME: Gulfstream Park Racing Assoc. Inc. (PMTC) **LIC #:** 321

RESPONDENT

NAME: Edi Gonzalez		
Address: 8898 Lyons Rd., Boynton Beach, Florida 33472		Tel#:
LIC #: 11594896	**LIC TYPE:** 1022	**OCCUPATION:** Groom

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): VIOLATION(S) / TITLE(S): 61D-2.003 Knowingly Interfering With Division Duties.
No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

DESCRIPTION: On October 3, 2022, this Investigator and Investigator Miriam Roca were conducting a facility/barn inspection of barn #7 at Palm Meadows Training Center (PMTC). During a routine PMW license check, Groom Edi **GONZALEZ** failed to produce a license or photo identification and stated we were "bothering him." He also provided a fictitious name of "Jose Alvarez", stated he was a "Foreman" and would not provide a date a birth in order to confirm his identity or licensure status.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____ (Title of State Employee)

Kelly Melendez (Print Name) | K. Melendez (Signature) | 10/3/2022 (Date)

Muniz, Luz

From: Jones, Bradford
Sent: Thursday, October 6, 2022 1:45 PM
To: Muniz, Luz
Cc: Campbell, Ian; Melendez, Kelly; Kogan, Steven
Subject: OPEN CASE REQUEST
Attachments: OCR-FGCC-PMTC-EDI GONZALEZ-Interfering with Division Duties.docx

Hi Luz,

This is approved. Please open a case and assign it to Kelly Melendez.

Thank you

Bradford D. Jones
Investigations Supervisor
Division of Pari-Mutual Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 954.202.3900 • Fax: 954.202.3930

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License

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expires On **06/30/2023**

File # **95169** Name **GONZALEZ, EDI** Extended To

License # **11594896** Rank **GIND - General Individual Occupational** Renewed On

Entity # **11594896** Lic Status **Current**

Address

Street # **8898** Street **LYONS ROAD**

Line 2

Line 3

City **BOYNTON BEACH** State **FL** Zip **33472**

Routing

Other

1st License Date **02/03/2021** Rank Date **02/03/2021** Certificate #

Method **I-S-1024** Status Date **02/03/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/28/2017	
I	TBRD - Thoroughbred	12/28/2017	
L	326 - Palm Meadows	12/28/2017	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **11594896**

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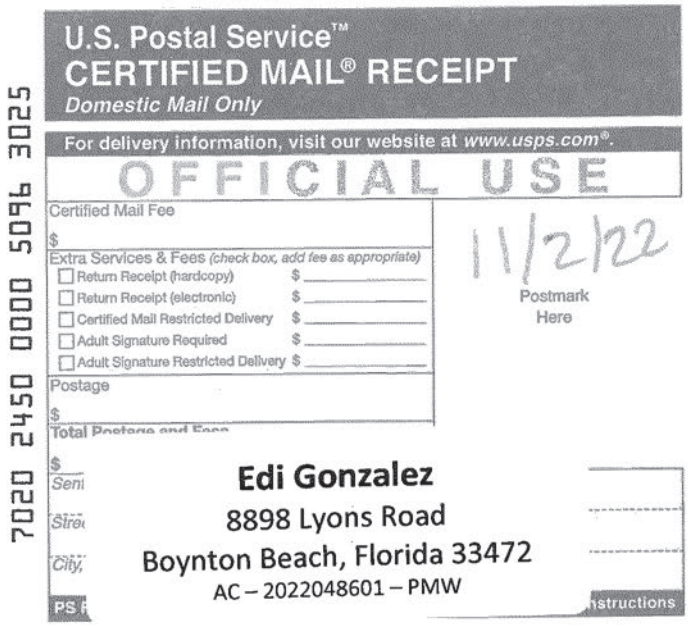
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Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
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Edi Gonzalez
8898 Lyons Road
Boynton Beach, Florida 33472
AC – 2022048601 – PMW

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FAQs >

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Tracking Number:

70202450000050963025

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Latest Update

Your item was delivered to an individual at the address at 11:41 am on November 8, 2022 in BOYNTON BEACH, FL 33472.

Delivered

Delivered, Left with Individual

BOYNTON BEACH, FL 33472
November 8, 2022, 11:41 am

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Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Robert R. Parhizgar Case No. 2022-051773; Default Final Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the suspension of Robert R. Parhizgar's ("Respondent") Pari-Mutuel Wagering Professional Individual Occupational License. By failing to respond to the properly served administrative complaint, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order suspending Respondent's Pari-Mutuel Wagering Professional Individual Occupational License.

Background

On October 13, 2022, a default final judgment of $2,047.49 was entered against Respondent for unpaid financial obligations regarding veterinary services performed on the ground of a pari-mutuel facility in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida in case number COCE22022810. These unpaid financial obligations related to racing conducted at a pari-mutuel facility in the state of Florida.

The Division served Respondent with an administrative complaint seeking suspension of his Pari-Mutuel Wagering Professional Individual Occupational License until the judgment has been satisfied pursuant to section 550.105(7), Florida Statutes. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[1] to file a written response to the administrative complaint. The Respondent was served on November 23, 2022 which means the Respondent had until December 14, 2022 to respond. He has never responded.

[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.")

Analysis
Section 550.105(7), Florida Statutes, 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." Respondent defaulted in Seventeenth Circuit on a case relating to horse racing in the state of Florida. Accordingly, Respondent license may be suspended or revoked.

Because Respondent failed to file a timely response to the properly served administrative complaint, he waived his right to request a hearing.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order suspending Robert R. Parhizgar's Pari-Mutuel Wagering Professional Individual Occupational License until the Commission receives confirmation that payment has been satisfied.

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.: 2022-051773

ROBERT R. PARHIZGAR,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Robert R. Parhizgar ("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, 12003709-1021, issued by Petitioner.

3. On or about October 13, 2022, a default final judgment of $2,047.49 was entered against Respondent for unpaid financial obligations regarding veterinary services in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number COCE22022810.

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 Chapter 550, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-051773 is signed this 8th day of November, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**		Status **90 Closed**	Status Date	**10/28/2022**
Complaint #	**2022051773**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**PARHIZGAR, ROBERT R**	Responsible	**jminaya - MINAYA, JULIO** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**CNSM - Consumer**	Security Level	**1**
Form	**PCOM - PMW Complaint**	Priority	
Class'n	**IV-A - Financial Responsibility**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**10/06/2022**
Region	**SR - Southern Region**	Received	**10/26/2022**
Reference	**550.105(7)**		
Entered	**10/27/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc., Inc. ---------- / ---------- . Financial Responsibility / Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines: On October 26, 2022, a copy of a Default & Final Judgment, Case #COCE-22-022810 was received via e-mail from Attorney Mark Gunderson. Per said Judgment filed on October 13, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 49 Teigland, Franklin & Brokken, DVMs Inc., shall recover from Robert R. Parhizgar the sum of $1,765.66 in principle, filing fees of $201.38, process server fees of $80.0, making a total of $2,047.49, which shall bear interest at the rate of 4.75% per year.**		
Updated	**10/31/2022 10:09:03**	By	**lmuniz**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

1 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**	**October 27, 2022**	**2022 05 1773**

Respondent:	Complainant:
PARHIZGAR, ROBERT R **12618 NEW PROVIDENCE ST** **LAS VEGAS, NV 89141** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATION** **1400 W. COMMERCIAL BLVD., SUITE 165** **FT. LAUDERDALE, FL 33309** **(954) 202-3900**

License # and Type:	Profession:	Report Date:
12003709 - 1021	**Individual Animal Owner**	**October 27, 2022**

Period of Investigation:	Type of Report:
October 27, 2022 through October 27, 2022	**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 26, 2022, a copy of a Default & Final Judgment against Robert R. **PARHIZGAR**, in favor of Teigland, Franklin & Brokken, DVM's, PA, Case No. COCE-22-022810, Division 49 In the County Court of the 17th Judicial Circuit In and For Broward County, FL, ordered on October 13, 2022, was received via e-mail from Attorney Mark Gunderson.

Per said judgment, Teigland, Franklin & Brokken, DVM's, PA, shall recover from **PARHIZGAR** the sum of $1,765.66 in principle, filing fees of $201.83, process server fees of $80.00, making a total of $2,047.49, which shall bear interest at the rate of 4.75% per year. **(Exhibit # 1)**

Related Case:

Investigator / Date	Investigator Supervisor / Date
	Julio Minaya / October 27 2022

Chief of Investigations / Date

/s/ Steven E. Kogan

Steven E. Kogan / October 28, 2022

CONTINUATION

A check of DBPR Versa records reflect that Robert R. **PARHIZGAR** obtained a 3 year Florida PMW Occupational license as a Thoroughbred Owner/Trainer on July 13, 2021. This license expires on June 30, 2024. A copy of his licensing information is attached as **EXHIBIT # 2**.

In the letter from Gunderson dated October 26, 2022, he states that the amount of $2,047.49 is for veterinary services provided by his client at a Florida Pari-Mutuel facility where **PARHIZGAR** stables his horses. Gunderson also provided copies of the Original Complaint and invoices related to his case. These documents are attached as **EXHIBIT # 1 & 3.**

On October 27, 2022, an Enforcement Alert was placed on **PARHIZGAR'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**.

Status: PARHIZGAR is in violation of F.S.S. 550.105(7) for failing to satisfy the aforementioned Final Judgment.

Case is closed by Investigations and forwarded to Legal for review.

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2. Versa Check on **PARHIZGAR**…… 1-2
3. Original Court Complaint & Invoices…… 1-4
4. License Action ALERT…… 1-2

Minaya, Julio

From: Mark Gunderson <mgunderson@mindspring.com>
Sent: Wednesday, October 26, 2022 11:32 AM
To: Minaya, Julio; Fleming, Donna
Cc: Trish Shelton
Subject: Complaint Parhizgar
Attachments: 2022_04_18 Complaint Parhizgar.pdf; 2022_10_26 Letter to FL Division Parhigar.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Julio/Donna,

Attached please find my client's complait against licensee Parhizgar

Mark Gunderson
Attorney • CPA
2510 SW 18 Street
Ft. Lauderdale, FL 33312
(954) 288-1001 Mobile
(954)791-6154 Fax

"Greed is a powerful motivator…
many people behave badly and dishonestly, creating serious hardships for others in order to enrich themselves"
-Richard Bitner-

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 – ROBERT R. PARHIZGAR

October 26, 2022

Via Certified Mail – 7022 0410 0002 02715874
Via email - Donna.Fleming@myfloridalicense.com

Division of Pari-Mutuel Wagering
DBPR 0070 – Uniform Complaint Form
2601 Blairstone Rd.
Tallahassee, Florida 32399

Via email - Julio.Minaya@myfloridalicense.com

Julio Minaya, Investigation Supervisor
Division of Pari-Mutuel Wagering
1400 West Commercial Boulevard, Suite 165
Fort Lauderdale, FL 33065

Re: Teigland, Franklin & Brokken, DVMs Inc. v. Robert R. Pahizgar & Knockanally LLC
17th Judicial Circuit - State of Florida – COCE 22022810 Division 49 - $2,047.49

Gentlemen:

On October 13, 2022, my client, Teigland, Franklin & Brokken, DVMs Inc. obtained judgment[1] against Robert R. Parhizgar, a licensee, concerning veterinary services which my client provided at a Florida pari-mutuel facility where Mr. Parhizgar stabled his horses. Since obtaining that judgment, Mr. Parhizgar has failed to satisfy his obligation.

Florida statutes states: "the division [pari-mutuel wagering] may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults in obligations...if such unpaid obligations...directly relate to the sport of ... racing being conducted at a pari-mutuel facility within this state." 550.105(7) Fla. Stat.

Mr. Parhizgar holds a Pari-Mutuel Wagering Individual Occupational license issued by the State of Florida, as does my client. Mr. Parhizgar has accumulated unpaid obligations and has defaulted on an obligation that directly related to the sport of racing conducted at a pari-mutuel facility.

Accordingly, my client requests that Mr. Parhizgar's occupational/horse racing license be suspended or revoked, in accordance with the procedures found at Fla. Admin. Code R. 61D-3.001, which states that, "alleged violations of Chapter 550, F.S., or Chapter 61D, F.A.C., in horseracing shall be heard by a board of stewards."

Thank you for your attention to this matter.

/s/ Mark Gunderson, Esq.

Cc. Client
Robert R. Parhizgar, 12618 New Providence St., Las Vegas, NV 89141

[1] Judgment attached.

EXHIBIT #1
PAGE #2

IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. **COCE22022810** DIVISION: **49** JUDGE: **Di Pietro, Nina W. (49)**

Teigland Franklin and Brokken DVMs Inc

Plaintiff(s) / Petitioner(s)

v.

Robert R Parhizgar, 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 Defendant, ROBERT R. PARHIZGAR is in default for failing to attend the pre-trial hearing set by this Court for October 11, 2022. Plaintiff, TEIGLAND, FRANKLIN & BROKKEN, D.V.M.'S, Inc., 12277 SW 55th Street #909, Ft. Lauderdale, FL 33330, shall recover from defendant, Robert R. Parhizgar, 12618 New Providence St., Las Vegas, NV 89141, the sum of $1,765.66 in principal, filing fees of $201.83, process server fees of $80.00, **making a total of $2,047.49**, which shall bear interest at the rate of 4.75% per year, for which let execution issue forthwith. The Court grants Plaintiff's entitlement to attorney's fees and reserves jurisdiction to enter further orders regarding the amount of same.

IT IS FURTHER ORDERED AND ADJUDGED that the defendant 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.

Plaintiff's counsel shall serve a copy of this judgment on Defendant at the address shown above.

EXHIBIT # 1
PAGE # 3
1305

Pursuant to Rule 2.516(h)(1), the Court hereby orders counsel to furnish copies of this Order/Judgment to any party who does not have an email address shown on this document.

DONE AND ORDERED in Chambers at Broward County, Florida on 13th day of Oct, 2022.

COCE22022810 10-13-2022 12:50 PM

COCE22022810 10-13-2022 12:50 PM
Hon. Nina W. Di Pietro
COUNTY COURT JUDGE
Electronically Signed by Nina W. Di Pietro

Copies Furnished To:
Mark Gunderson , E-mail : mgunderson@mindspring.com
Robert R. Parhizgar , Address : 12618 New Providence St., Las Vegas, NV 89141

EXHIBIT # 1
PAGE # 4

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 TEIGLAND, FRANKLIN, & BROKKEN, DVMs, PA				
MAILING ADDRESS				
Street Address or P.O. Box 12277 S.W. 55TH STREET, SUITE 909				
City FORT LAUDERDALE		State FL	Zip Code (+4 optional) 33330	
County (if Florida address) BROWARD		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.

Rev 07/2011

EXHIBIT # 1
PAGE # 5

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 ROBERT R. PARHIZGAR	First	Middle	Title	Suffix
License Number (if known) 12003709				
Company/Occupation HORSE OWNER				
MAILING ADDRESS				
Street Address or P.O. Box				
12618 NEW PROVIDENCE ST				
City LAS VEGAS		State NV	Zip Code (+4 optional) 89141	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number 949 929-0163	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 NONE	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		

WITNESS (IF APPLICABLE)				
Last Name TRISH SHELTON - MGR OF COLLECTIONS - TEIGLAND, FRANKLIN, BROKKEN, DVMS, PA	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box 12277 SW 55 TH STREET				
City FORT LAUDERDALE		State FL	Zip Code (+4 optional) 33330	
County (if Florida address) BROWARD		Country		
CONTACT INFORMATION				
Primary Phone Number 954-680-5886		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: 10/26/2022

Rev 07/2011

EXHIBIT # 1
PAGE # 7

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **jminaya**

VR Home > License Search > **License Home**

License

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2024**

File # **68259** Name **PARHIZGAR, ROBERT R** Extended To

License # **12003709** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **12003709** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **12618** Street **NEW PROVIDENCE ST**

Line 2

Line 3

City **LAS VEGAS** State **NV** Zip **89141**

Routing

Other

1st License Date **07/13/2021** Rank Date **07/13/2021** Certificate #

Method **I-S-1024** Status Date **07/13/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	IOWN - Individual Animal Owner	03/16/2019	
I	TBRD - Thoroughbred	03/16/2019	
L	321 - Gulfstream Park	07/01/2021	
Y	3YR - 3 Year License	03/16/2019	

Alt Keys

BEST LIC NBR **12003709**

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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 # **12003709**

Fed Tax # [redacted] Fed Tax Type **SSN #** Name **PARHIZGAR, ROBERT R**

H Last Name **PARHIZGAR** First **ROBERT** Middle **R**

Title Suffix Qualifier

Gender **M** Race **2 - White**

Driver License # Birth Date [redacted]

Mailing Address ☑ Private Address ☐ Preferred Name ☑

Street # **12618** Street **NEW PROVIDENCE ST**

Line 2

Line 3

City **LAS VEGAS** County **Out of State**

Zip **89141** State **Nevada** Country **United States**

Routing

Phone # [redacted] Ext E-Mail [redacted]

Insp Region Receive Email ☐

Updated **07/14/2021 08:45:16** By **tmcdowell1**

Notes | Notes History | Fix | Change | Save | OK | Cancel | Back

Get Adobe Reader.

EXHIBIT #2
PAGE #2

IN THE COUNTY COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

TEIGLAND, FRANKLIN & BROKKEN, D.V.M.'S, INC.
Plaintiff,

SMALL CLAIMS DIVISION

vs

ROBERT R. PARHIZGAR and KNOCKANALLY LLC, Jointly and severally,
Defendants.
_____/

COMPLAINT

Plaintiff, TEIGLAND, FRANKLIN & BROKKEN, D.V.M.'S, INC. ("Plaintiff"), sues defendants, ROBERT R. PARHIZGAR and KNOCKANALLY LLC, jointly and severally ("Defendants") 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 $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 is a resident of Broward County and otherwise *sui juris.*

5. The Court has jurisdiction over the Defendants in that Plaintiff's cause of action against Defendants arises from Defendants 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 have concealed there whereabouts.

7. **Defendants owe Plaintiff $1,763.66** that is due with interest since March 31, 2022, 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 Defendants.

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

EXHIBIT #3
PAGE # 1

Statement

TFB Equine

Teigland, Franklin & Brokken, DVMs, Inc.
PO BOX 267160
Weston, Florida, 33326-7160

Tel: (954) 680-5886
Fax: (954) 680-5976
Office@tfbequine.com

Parhizgar, Robert
Knockanally LLC
12618 New Providence St
Las Vegas, NV 89141-6125

Trainer: WOODARD, WALTER H

Date: Mar-31-22
Client #: 267121
Page: 1

$ _____
AMOUNT REMITTED

Date	Description	Quantity	Dr.	State	Sub-Total	Charge
	Balance Forward					**0.00**
	**** PAYMENTS AND ADJUSTMENTS TO YOUR ACCOUNT *****					
8/31/21	Interest					1.00
9/30/21	Interest					2.55
10/31/21	Interest					4.36
11/30/21	Interest					5.12
12/31/21	Interest					6.23
1/31/22	Interest					6.95
2/28/22	Interest					6.95
3/31/22	Interest					6.97
	BRIGHT AND SHINY *100.00%*					
6/22/21	Video-Endoscopy Exam	1	10	FL		75.00
7/7/21	Lasix/Salix - AM	1	10	FL		25.00
7/7/21	Glycopyrrolate Injection	1	10	FL		75.00
7/7/21	Video-Endoscopy Exam	1	10	FL		75.00
7/14/21	Vitamins-Multiple	1	10	FL		40.00
7/17/21	Lasix/Salix - AM	1	10	FL		25.00
7/17/21	Aminocaproic Acid Injection	1	10	FL		29.50
7/17/21	Video-Endoscopy Exam	1	10	FL		75.00
7/20/21	Vitamins-Multiple	1	17	FL		40.00
7/22/21	Lactated Ringers & DMSO IV	1	39	FL		52.50
7/22/21	Ketoprofen	1	39	FL		40.00
7/23/21	Phenylbutazone Injection	1	10	FL		15.00
7/23/21	L-Arginine	1	10	FL		29.50
7/27/21	Vitamins-Multiple	1	10	FL		40.00

ALL TREATMENTS HAVE BEEN APPROVED BY YOUR TRAINER. TOTAL AMOUNT IS DUE UPON RECEIPT OF STATEMENT.
We accept MASTERCARD, VISA, DISCOVER and AMERICAN EXPRESS.
Click here to make a secure payment at www.tfbequine.com select resources for the payment tab.

Thank You

Amount past due 60 days or more will bear interest at the maximum rate allowable by law. In the event we are required to take action to collect the amount owed to us, you will be responsible for a $100.00 administration fee plus all attorney fees and costs regardless of whether a lawsuit is filed.

EXHIBIT #3
PAGE #7

Statement

TFB Equine

Teigland, Franklin & Brokken, DVMs, Inc.
PO BOX 267160
Weston, Florida, 33326-7160

Tel: (954) 680-5886
Fax: (954) 680-5976
Office@tfbequine.com

Parhizgar, Robert
Knockanally LLC
12618 New Providence St
Las Vegas, NV 89141-6125

Trainer: WOODARD, WALTER H

Date: Mar-31-22
Client #: 267121
Page: 2

$ _____
AMOUNT REMITTED

Date	Description	Quantity	Dr.	State	Sub-Total	Charge
8/3/21	Vitamins-Multiple	1	10	FL		40.00
8/11/21	Vitamins-Multiple	1	10	FL		40.00
8/12/21	Video-Endoscopy Re-Examination	1	02	FL		65.00
8/12/21	Banamine Paste	1	02	FL		52.50
8/26/21	Dexamethasone Injection	1	02	FL		31.50
8/27/21	Lactated Ringers & DMSO IV	1	10	FL		52.50
8/27/21	Eqstim	1	10	FL		50.50
8/27/21	Ketoprofen	1	10	FL		40.00
8/28/21	Phenylbutazone Injection	1	10	FL		15.00
8/28/21	Vitamin C	1	10	FL		36.75
8/28/21	L-Arginine	1	10	FL		29.50
9/4/21	Acepromazine Tabs - 50ct	0.34	10	FL		14.28
9/17/21	Lactated Ringers & DMSO IV	1	39	FL		52.50
9/17/21	Ketoprofen	1	39	FL		40.00
9/18/21	Phenylbutazone Injection	1	39	FL		15.00
9/18/21	M.I.C. Injection	1	39	FL		36.75
9/29/21	Albuterol Syrup - 473ml Bottle	1	10	FL		27.50
10/8/21	Ketoprofen	1	10	FL		40.00
10/8/21	Lactated Ringers & DMSO IV	1	10	FL		52.50
10/9/21	Phenylbutazone Injection	1	36	FL		15.00
10/9/21	L-Arginine	1	36	FL		29.50
10/22/21	Ketoprofen	1	39	FL		40.00
10/22/21	Lactated Ringers & DMSO IV	1	39	FL		52.50
10/23/21	Phenylbutazone Injection	1	39	FL		15.00
10/23/21	L-Arginine	1	39	FL		29.50
11/19/21	Ketoprofen	1	10	FL		40.00
11/19/21	Lactated Ringers & DMSO IV	1	10	FL		52.50

ALL TREATMENTS HAVE BEEN APPROVED BY YOUR TRAINER. TOTAL AMOUNT IS DUE UPON RECEIPT OF STATEMENT.
We accept MASTERCARD, VISA, DISCOVER and AMERICAN EXPRESS.
Click here to make a secure payment at www.tfbequine.com select resources for the payment tab.

Thank You

Amount past due 60 days or more will bear interest at the maximum rate allowable by law. In the event we are required to take action to collect the amount owed to us, you will be responsible for a $100.00 administration fee plus all attorney fees and costs regardless of whether a lawsuit is filed.

EXHIBIT #3
PAGE #3

Exhibit A 3/3

Statement

TFB Equine

Teigland, Franklin & Brokken, DVMs, Inc.
PO BOX 267160
Weston, Florida, 33326-7160

Tel: (954) 680-5886
Fax: (954) 680-5976
Office@tfbequine.com

Parhizgar, Robert
Knockanally LLC
12618 New Providence St
Las Vegas, NV 89141-6125

Date: Mar-31-22
Client #: 267121
Page: 3

Trainer: WOODARD, WALTER H

$ _____
AMOUNT REMITTED

Date	Description	Quantity	Dr.	State	Sub-Total	Charge
11/20/21	Phenylbutazone Injection	1	10	FL		15.00
11/20/21	Vitamin C	1	10	FL		36.75
11/20/21	L-Arginine	1	10	FL		29.50
	***BRIGHT AND SHINY* Sub-Total**				**1,723.53**	

Over 90 Days	Over 60 Days	Over 30 Days	Current	Total Amount
1,742.79	6.95	6.95	6.97	

PLEASE PAY THIS AMOUNT >>>>>>>> **1,763.66**

Client #:267121

ALL TREATMENTS HAVE BEEN APPROVED BY YOUR TRAINER. TOTAL AMOUNT IS DUE UPON RECEIPT OF STATEMENT.
We accept MASTERCARD, VISA, DISCOVER and AMERICAN EXPRESS.
Click here to make a secure payment at www.tfbequine.com select resources for the payment tab.

Thank You

Amount past due 60 days or more will bear interest at the maximum rate allowable by law. In the event we are required to take action to collect the amount owed to us, you will be responsible for a $100.00 administration fee plus all attorney fees and costs regardless of whether a lawsuit is filed.

EXHIBIT #3
PAGE #1

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

DIVISION OF PARI-MUTUEL WAGERING
LICENSE ACTION REQUEST FORM

To: Licensing Administrator

From: Investigator Minaya

Date: October 27, 2022

X	PLEASE **ADD ALERT**: Contact Investigations Prior to Licensing
	PLEASE **REMOVE** ALERT FROM LICENSE RECORD

License number and type: 12003709 - 1021

Last Name: PARHIZGAR First Name: ROBERT R

DOB: [redacted] SS#: [redacted]

Reason for Addition/Removal of Alert: **DO NOT LICENSE!** Unsatisfied Final Judgment pending against Robert R. Parhizgar, in favor of Teigland, Franklin & Brokken, DVMs Inc., Case # COCE-22-022810, Division 49, in the Circuit Court of the 17th Judicial Court in Broward County, Florida, in the amount of $2,047.49 plus 4.75% interest per year.

Responsible Party: Inv. Sup Minaya Case Number: 2022 05 1773

Approved by:_____ Date _____

Added/Removed by:_____ Date October 27 2022

Revised 12/08

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **jminaya**

Modifier Type	**A - Alert**
Modifier	**ENFO - Enforcemt Alert**
Effective	**10/27/2022**
Expires	**-**
Additional Info :	
Prompt	
Value	
Notes	**DO NOT LICENSE! Unsatisfied Final Judgment pending against Robert R. Parhizgar, in favor of Teigland, Franklin & Brokken, DVMs Inc., Case # COCE-22-022810, Division 49, in the Circuit Court of the 17th Judicial Court in Broward County, Florida, in the amount of $2,047.49 plus 4.75% interest per year.**
Updated	**10/27/2022 12:31:02**
By	**jminaya**

EXHIBIT # 4
PAGE # 2

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**	Status	**20 Under Inve tigation**	Status Date	**10/27/2022**
Complaint #	**2022051773**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Respondent	**PARHIZGAR, ROBERT R**	Responsible	**jminaya - MINAYA, JULIO**

Private Case

Complaint | Respondent | Complainant | Addt'l Info

Source	**CNSM - Consumer**	Security Level	**1**
Form	**PCOM - PMW Complaint**	Priority	
Cla 'n	**IV-A - Financial Responsibility**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**10/06/2022**
Region	**SR - Southern Region**	Received	**10/26/2022**
Reference	**550.105(7)**		
Entered	**10/27/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc., Inc. ---------- / ---------- . Financial Responsibility / Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines: On October 26, 2022, a copy of a Default & Final Judgment, Case #COCE-22-022810 was received via e-mail from Attorney Mark Gunderson. Per said Judgment filed on October 13, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 49 Teigland, Franklin & Brokken, DVMs Inc., shall recover from Robert R. Parhizgar the sum of $1,765.66 in principle, filing fees of $201.38, process server fees of $80.0, making a total of $2,047.49, which shall bear interest at the rate of 4.75% per year.**		
Updated	**10/27/2022 09:24:13**	By	**lmuniz**

Partie | Activitie | Allegations | Discipline | Violations | Compliance | Related | Disposition | In pection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Note | Print Report

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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: October 26, 2022

☒ PMW	☐ Cardroom	☐ Slot	☐ Violation	☐ Incident	☒ Complaint

FACILITY NAME: Gulfstream Park Racing, Assoc., Inc. **LIC #:** 321

RESPONDENT

NAME: Robert R. Parhizgar		
Address: 12618 New Providence Street, Las Vegas, Nevada 89141		Tel #: [redacted]
LIC #: 12003709	**LIC TYPE:** 1021	**OCCUPATION:** Individual Animal Owner / Trainer

COMPLAINANT

NAME: Teigland, Franklin & Brokken, DVMs Inc.		[redacted]
Address: 12277 SW 55th Street, Fort Lauderdale Florida 33330		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **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.

DESCRIPTION: On October 26, 2022, a copy of a Default & Final Judgment, Case #COCE-22-022810 was received via e-mail from Attorney Mark Gunderson. Per said Judgment filed on October 13, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 49 Teigland, Franklin & Brokken, DVMs Inc., shall recover from Robert R. Parhizgar the sum of $1,765.66 in principle, filing fees of $201.83, process server fees of $80.0, making a total of $2,047.49, which shall bear interest at the rate of 4.75% per year.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Julio Minaya		October 26, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Minaya, Julio
Sent: Wednesday, October 26, 2022 2:34 PM
To: Muniz, Luz
Cc: Kogan, Steven
Subject: OCR
Attachments: OPEN CASE REQUEST -PARHIZGAR - Finiancial.docx

Luz,

Please open and assign to me.

Thanks

Julio Minaya
Investigative Supervisor
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Office: 954-202-6844 / Fax: 954.202.3930

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **Imuniz**

Licen e

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expire On **06/30/2024**

File # **68259** Name **PARHIZGAR, ROBERT R** Extended To

License # **12003709** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **12003709** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Addre

Street # **12618** Street **NEW PROVIDENCE ST**

Line 2

Line 3

City **LAS VEGAS** State **NV** Zip **89141**

Routing

Other

1st License Date **07/13/2021** Rank Date **07/13/2021** Certificate #

Method **I-S-1024** Status Date **07/13/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	IOWN - Individual Animal Owner	03/16/2019	
I	TBRD - Thoroughbred	03/16/2019	
L	321 - Gulfstream Park	07/01/2021	
Y	3YR 3 Year Licen e	03/16/2019	

Alt Key

BEST LIC NBR **12003709**

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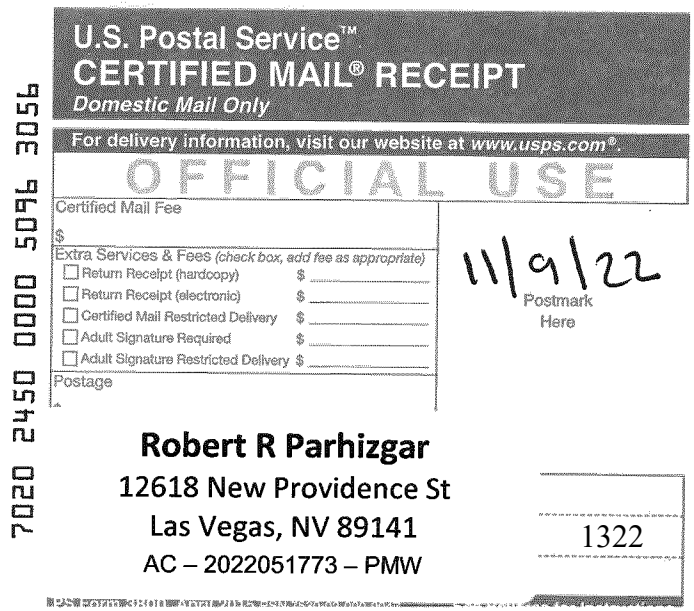
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Return Receipt (hardcopy) $
Return Receipt (electronic) $
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Robert R Parhizgar
12618 New Providence St
Las Vegas, NV 89141
AC – 2022051773 – PMW
1322

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FAQs >

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Delivered, Left with Individual

LAS VEGAS, NV 89141
November 23, 2022, 10:45 am

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FAQs

Feedback

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Milton M. Nunez Case No. 2022-053400; Default Final Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the suspension of Milton M. Nunez ("Respondent") Pari-Mutuel Wagering Professional Individual Occupational License. By failing to respond to the properly served administrative complaint, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order suspending Respondent's Pari-Mutuel Wagering Professional Individual Occupational License.

Background

On July 3, 2022, a default final judgment of $1,021.48 was entered against Respondent for unpaid financial obligations regarding horse bedding products provided on the ground of a pari-mutuel facility in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida in case number COCE21018030. These unpaid financial obligations related to racing conducted at a pari-mutuel facility in the state of Florida.

The Division served Respondent with an administrative complaint seeking suspension of his Pari-Mutuel Wagering Professional Individual Occupational License until the judgment has been satisfied pursuant to section 550.105(7), Florida Statutes. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[1] to file a written response to the administrative complaint. The Respondent was served on December 6, 2022 which means the Respondent had until December 27, 2022 to respond. He has never responded.

[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.")

Analysis
Section 550.105(7), Florida Statutes, 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." Respondent defaulted in Seventeenth Circuit on a case relating to horse racing in the state of Florida. Accordingly, Respondent license may be suspended or revoked.

Because Respondent failed to file a timely response to the properly served administrative complaint, he waived his right to request a hearing.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order suspending Milton M. Nunez's Pari-Mutuel Wagering Professional Individual Occupational License until the Commission receives confirmation that payment has been satisfied.

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.: 2022-053400

MILTON M. NUNEZ,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Milton M. Nunez ("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, 426775 -1021, issued by Petitioner.

3. On or about July 3, 2022, a default final judgment of $1,021.48 was entered against Respondent for unpaid financial obligations regarding horse bedding products in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number COCE-21-018030.

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 Chapter 550, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-053400 is signed this 28th day of November, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**			Status **90 Closed**	Status Date **11/12/2022**
Complaint #	**2022053400**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Re pondent	**NUNEZ, MILTON MAURICIO**	Re pon ible **jminaya - MINAYA, JULIO**	**Private Ca e**

Complaint | Re pondent | Complainant | Addt'l Info

Source	**CNSM - Consumer**	Security Level	**1**
Form	**PCOM - PMW Complaint**	Priority	
Class'n	**IV-A - Financial Responsibility**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**07/03/2022**
Region	**SR - Southern Region**	Received	**11/07/2022**
Reference	**550.105(7)**		
Entered	**11/07/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc., Inc. ---------- / ---------- . Financial Responsibility: On November 4, 2022, a copy of a Final Judgment, Case #COCE-21-018030 was received via e-mail from Attorney Mark Gunderson. Per said Judgment filed on July 3, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 52 Gulfstream Horsemen's Purchasing Association, Inc., shall recover from Milton M. Nunez the sum of $1,021.48, which shall bear interest at the rate of 4.25% per year.**		
Updated	**11/17/2022 11:47:47**	By	**lmuniz**

Partie | Activitie | Allegations | Discipline | Violation | Compliance | Related | Disposition | In pection | Costs | Time Tracking | Auto Assign | Attachment | Hi tory | 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**November 7, 2022**	**2022 05 3400**

Respondent:	Complainant:
NUNEZ, MILTON M **2200 DIANA DRIVE #402** **HALLANDALE, FL 33009** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATION** **1400 W. COMMERCIAL BLVD., SUITE 165** **FT. LAUDERDALE, FL 33309** **(954) 202-3900**

License # and Type:	Profession:	Report Date:
426775 - 1021	**Individual Animal Owner**	**November 8, 2022**

Period of Investigation:	Type of Report:
November 7, 2022 through November 8, 2022	**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 November 4, 2022, a copy of a Final Judgment against Milton M. **NUNEZ**, in favor of Gulfstream Horsemen's Purchasing Association, Inc., Case No. COCE-21-018030, Division 52 In the County Court of the 17th Judicial Circuit In and For Broward County, FL, ordered on July 3, 2022, was received via e-mail from Attorney Mark Gunderson.

Per said judgment, Gulfstream Horsemen's Purchasing Association, Inc., shall recover from **NUNEZ** the sum of $1,021.48, which shall bear interest at the rate of 4.25% per year. Per Gunderson, **NUNEZ** has made a $75.00 payment. Therefore, the actual balance due is $946.48. **(Exhibit #1, Pages 2, 3 & 4)**

Related Case:

Investigator / Date	Investigator Supervisor / Date
	Julio Minaya / November 8, 2022

Chief of Investigations / Date

Steven E. Kogan / November 12, 2022

CONTINUATION

A check of DBPR Versa records reflect that Milton M. **NUNEZ** obtained a 3 year Florida PMW Occupational license as a Thoroughbred Owner/Trainer on July 14, 2022. This license expires on June 30, 2025. A copy of his licensing information is attached as **EXHIBIT #2**.

In the letter from Gunderson dated November 4, 2022, he states that the original amount of $1,021.48 is for horse bedding products provided by his client at a Florida Pari-Mutuel facility where **NUNEZ** stables his horses. Gunderson also provided copies of the Original Complaint and invoices related to his case. These documents are attached as **EXHIBIT #1 & 3.**

On November 4, 2022, Gunderson also provided a copy of a June 1, 2021, Order of Dismissal Stipulation of the Parties – Final Order Approving Stipulation. In this order **NUNEZ** agreed to pay Gulfstream Horsemen's Purchasing Association, Inc., $100.00 per month until the entire balance of $1,471.48 was paid in full. According to the order should **NUNEZ** default a Final Judgment shall be entered against him in the amount of $1,871.48, this would include $400.00 in attorney fees, less any payments that have been made. In this particular case, **NUNEZ** made payments totaling $850.00 which brings the balance to $1,021.48. On June 20, 2022, an Affidavit for Final Judgment Pursuant to Stipulation was filed for non-payment. Per this Final Judgment the amount of $1,021.48 is owed by **NUNEZ**. However, Gunderson also explained in his letter that **NUNEZ** has made an additional payment of $75.00 bringing the remaining balance to $946.48. These documents are attached as **EXHIBIT #4.**

On November 7, 2022, an Enforcement Alert was placed on **NUNEZ'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 #5**.

Status: NUNEZ is in violation of F.S.S. 550.105(7) for failing to satisfy the aforementioned Final Judgment.

Case is closed by Investigations and forwarded to Legal for review.

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I. INVESTIGATIVE REPORT COVERSHEET …….. 1
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IV. EXHIBITS

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3. Original Court Complaint & Invoices…… 1-10
4. Copy of Order of Dismissal, Affidavit for Final Judgment & Copies of Payments Made……..……. 1-3
5. License Action ALERT……. 1-2

Minaya, Julio

From: Mark Gunderson <mgunderson@mindspring.com>
Sent: Friday, November 4, 2022 1:12 PM
To: Minaya, Julio; Fleming, Donna
Cc: Debbie Filippi
Subject: Division Complaint - Nunez
Attachments: 2021_04_06 Complaint Small Claims Nunez.pdf; 2021_06_01 Stipulation and Order Nunez.pdf; 2022_05_27 Affidavit for Judgment - After Stipulation Nunez.pdf; 2022_11_04 Letter to Fla Division Nunez.pdf; 2022_11_04 Outstanding Balance Nunez.pdf

Follow Up Flag: Follow up
Flag Status: Completed

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Julio/Donna,

Attached is my client's complaint to the Division of Pari-mutuel wagering against Milton Nunez and related relevant documents. Call with any questions.

Mark Gunderson
Attorney • CPA
2510 SW 18 Street
Ft. Lauderdale, FL 33312
(954) 288-1001 Mobile
(954)791-6154 Fax

"Greed is a powerful motivator…
many people behave badly and dishonestly, creating serious hardships for others in order to enrich themselves"
-Richard Bitner-

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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 – MILTON M. NUNEZ

November 4, 2022

Via Certified Mail – 7020 3160 000 2756 3148

Division of Pari-Mutuel Wagering
DBPR 0070 – Uniform Complaint Form
2601 Blairstone Rd.
Tallahassee, Florida 32399

Via Email - Julio.Minaya@myfloridalicense.com

Julio Minaya, Investigation Supervisor
Division of Pari-Mutuel Wagering
Office of Investigation
1400 West Commercial Boulevard #165
Fort Lauderdale, FL 33065

Re: Gulfstream Horsemen's Purchasing Assoc. Inc. (aka FHBPA) v Milton M. Nunez; 17th Judicial Circuit - State of Florida - COCE-21018030 Division 52 - $946.48 (Judgment $1,021.48 less payment to date - $75.00)

Gentlemen:

On July 3, 2022, my client, Gulfstream Horsemen's Purchasing Assoc. Inc. (aka FHBPA) obtained a judgment[1] against Mr. Nunez a licensee, concerning horse bedding products, which my client provided at a Florida pari-mutuel facility where Mr. Nunez stabled his horses. Since obtaining the judgment, Mr. Nunez has failed to satisfy his obligation.

Florida statutes state: "the division [pari-mutuel wagering] may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults in obligations...if such unpaid obligations...directly relate to the sport of ... racing being conducted at a pari-mutuel facility within this state." *550.105(7) Fla. Stat.*

Mr. Nunez holds a Pari-Mutuel Wagering Individual Occupational license issued by the State of Florida, as does my client. Mr. Nunez has accumulated unpaid obligations and has defaulted on an obligation that directly relates to the sport of racing conducted at a pari-mutuel facility.

Accordingly, **my client requests that Mr. Nunez's racing license be suspended or revoked**, in accordance with the procedures found at Fla. Admin. Code R. 61D-3.001, which states that "alleged violations of Chapter 550, F.S., or Chapter 61D, F.A.C., in horseracing shall be heard by a board of stewards."

Thank you for your attention to this matter.

/s/ Mark Gunderson, Esq.

Cc. Client
Milton Nunez [redacted]

[1] Judgment attached.

EXHIBIT #/
PAGE # 2

EXHIBIT # /
PAGE # 3

IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. **COCE21018030** DIVISION: **52** JUDGE: **Miranda, Giuseppina (52)**

Gulfstream Horsemen Purchasing Association Inc

Plaintiff(s) / Petitioner(s)

v.

Milton M Nunez

Defendant(s) / Respondent(s)

_____/

Final Judgment

It is ADJUDGED that Plaintiff, GULFSTREAM HORSEMEN'S PURCHASING ASSOCIATION, INC., Attn: Debbie Filippi, PO Box 3507, Hallandale Beach, FL 33008, shall recover from Defendant, MILTON M. NUNEZ, 2200 Diana Dr. #402, Hallandale, FL 33009, the sum of $1,021.48, which shall bear interest at the rate of 4.25% per year, for which let execution issue.

It is further ordered that Defendant shall complete Form 7.343 (Fact Information Sheet) and return it to Plaintiff's attorney within 45 days from the date of this Judgment, unless Judgment is satisfied or a motion for new trial or notice of appeal is filed. Defendant should NOT file the completed Form 7.343 with the court. Jurisdiction is retained to enter further orders that are proper to compel the Defendant to complete Form 7.343.

DONE AND ORDERED in Chambers at Broward County, Florida on 3rd day of July, 2022.

COCE21018030 07/03/2022 4:47 PM

COCE21018030 07-03-2022 4:47 PM
Hon. Giuseppina Miranda
COUNTY JUDGE
Electronically Signed by Giuseppina Miranda

Copies Furnished To:
Mark Gunderson , E-mail : mgunderson@mindspring.com
Milton Nunez , Address : 2200 Diana Dr., #402, Hallandale, FL 33009
Milton Nunez , E-mail : [redacted]

EXHIBIT # J
PAGE # 4

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 GULFSTREAM HORSEMEN'S PURCHASING ASSOCIATION, INC. aka FHBPA				
MAILING ADDRESS				
Street Address or P.O. Box PO BOX 3507				
City HALLANDALE BEACH		State FL	Zip Code (+4 optional) 33309	
County (if Florida address) BROWARD		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 #5

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 NUNEZ MILTON	First	Middle	Title	Suffix
License Number (if known) PIN426775				
Company/Occupation HORSE OWNER/TRAINER				
MAILING ADDRESS				
Street Address or P.O. Box 2200 DIANA DR #402				
City HALLANDALE		State FL	Zip Code (+4 optional) 33009	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number 954 394-8042	Primary E-Mail Address [redacted]			
RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)				
Street Address UNKNOWN				
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				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

WITNESS (IF APPLICABLE)				
Last Name DEBBIE FILIPPI, MGR OF COLLECTIONS - FHBPA	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
C/O FHBPA - PO BOX 3507				
City HALLANDALE		State FL	Zip Code (+4 optional) 33009	
County (if Florida address) BROWARD		Country		
CONTACT INFORMATION				
Primary Phone Number 954-457-3516		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: 11/04/22

Rev 07/2011

EXHIBIT # J
PAGE # 7

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **jminaya**

VR Home > License Search > **License Home**

License

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2025**

File # **6603** Name **NUNEZ, MILTON MAURICIO** Extended To

License # **426775** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **426775** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **2200** Street **DIANA DR. APT. 402**

Line 2

Line 3

City **HALLANDALE** State **FL** Zip **33009**

Routing

Other

1st License Date **07/14/2022** Rank Date **07/14/2022** Certificate #

Method **I-S-1024** Status Date **07/14/2022** Certificate Date **09/26/2001**

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	IOWN - Individual Animal Owner	06/29/2019	
C	ONTR - Owner/Trainer	06/29/2022	
I	TBRD - Thoroughbred		
J	RETL - License Returned	09/04/2019	VERIFY/CHANGE ADDRESS
L	321 - Gulfstream Park	06/29/2022	
Y	3YR - 3 Year License	01/15/2014	

Alt Keys

BEST LIC NBR **PIN426775**

Get Adobe Reader.

EXHIBIT #2
PAGE #1

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **jminaya**

Lic Type **1021 - PMW Professional Individual Occupational** Entity # **426775**

Fed Tax # [redacted] Fed Tax Type **SSN #** Name **NUNEZ, MILTON MAURICIO**

Last Name **NUNEZ** First **MILTON** Middle **MAURICIO**

Title Suffix Qualifier

Gender **M** Race **2 - White**

Driver License # Birth Date [redacted]

Mailing Address ☑ Private Address ☐ Preferred Name ☑

Street # **2200** Street **DIANA DR. APT. 402**

Line 2

Line 3

City **HALLANDALE** County **Broward**

Zip **33009** State **Florida** Country **United States**

Routing

Phone # [redacted] Ext E-Mail

Insp Region Receive Email ☐

Updated **07/12/2022 13:29:36** By **critter**

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EXHIBIT # 2
PAGE # 2

IN THE COUNTY COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

GULFSTREAM HORSEMEN'S PURCHASING ASSOCIATION, INC.
Plaintiff,

vs

SMALL CLAIMS DIVISION
CASE NO.

MILTON M. NUNEZ
Defendant.
_____/

COMPLAINT

Plaintiff, GULFSTREAM HORSEMEN'S PURCHASING ASSOCIATION, INC., ("Plaintiff") sues defendant, MILTON M. NUNEZ ("Defendant") 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 less than $8,000 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 is a resident of Broward County and otherwise *sui juris.*

5. The Court has jurisdiction over the Defendant in that plaintiff's cause of action against Defendants arises from Defendants 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 defendant's 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 Defendants were a resident of this state and subsequently became a nonresident of this state or has concealed his whereabouts.

7. **Defendants owe plaintiff $1,240.00** that is due with interest since June 9, 2020, 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 Defendants.

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

EXHIBIT #3
PAGE # 1

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Csimon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale, FL 33009
United States

INVOICE	1999
DATE	04/08/2020
TERMS	GHPA terms
DUE DATE	04/14/2020

ACCOUNT SUMMARY

04/01/2020	Balance Forward	1,059.75
04/08/2020	Payments and credits already applied to this invoice	-80.75
	Other payments and credits after 04/01/2020 through 04/07/2020	0.00
04/08/2020	Other invoices from this date	0.00
04/08/2020	Other payments from this date	-409.50
	New charges (details below)	207.00
	Total Amount Due	776.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/03/2020	Shavings Premium Racing Blend	30	4.95	148.50
04/03/2020	GHPA Racing Blend GHPA special S. Florida racing formula	3	19.50	58.50

TOTAL OF NEW CHARGES	207.00
BALANCE DUE	**$776.50**

EXHIBIT #3
PAGE # 2

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Csimon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

INVOICE	2099
DATE	04/13/2020
TERMS	GHPA terms
DUE DATE	04/19/2020

ACCOUNT SUMMARY

04/08/2020	Balance Forward	857.25
	Other payments and credits after 04/08/2020 through 04/12/2020	0.00
04/13/2020	Other invoices from this date	0.00
	New charges (details below)	148.50
	Total Amount Due	1,005.75

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/09/2020	Shavings Premium Racing Blend	30	4.95	148.50

TOTAL OF NEW CHARGES	148.50
BALANCE DUE	**$1,005.75**

EXHIBIT #3
PAGE #3

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Cslmon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

INVOICE	2144
DATE	04/16/2020
TERMS	GHPA terms
DUE DATE	04/22/2020

ACCOUNT SUMMARY

04/13/2020	Balance Forward	1,005.75
	Other payments and credits after 04/13/2020 through 04/15/2020	0.00
04/16/2020	Other invoices from this date	0.00
	New charges (details below)	148.50
	Total Amount Due	1,154.25

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/15/2020	Shavings Premium Racing Blend	30	4.95	148.50

TOTAL OF NEW CHARGES	148.50
BALANCE DUE	**$1,154.25**

EXHIBIT #3
PAGE # 4

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Csimon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

INVOICE	2178
DATE	04/23/2020
TERMS	GHPA terms
DUE DATE	04/29/2020

ACCOUNT SUMMARY

04/16/2020	Balance Forward	1,154.25
	Other payments and credits after 04/16/2020 through 04/22/2020	-100.00
04/23/2020	Other invoices from this date	0.00
	New charges (details below)	247.50
	Total Amount Due	1,301.75

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/22/2020	Shavings Premium Racing Blend	20	4.95	99.00
04/27/2020	Shavings Premium Racing Blend	30	4.95	148.50

TOTAL OF NEW CHARGES	247.50
BALANCE DUE	**$1,301.75**

EXHIBIT #3
PAGE #5

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Csimon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

INVOICE	2272
DATE	05/07/2020
TERMS	GHPA terms
DUE DATE	05/13/2020

ACCOUNT SUMMARY

04/23/2020	Balance Forward	1,301.75
	Other payments and credits after 04/23/2020 through 05/06/2020	-350.00
05/07/2020	Other invoices from this date	0.00
	New charges (details below)	148.50
	Total Amount Due	1,100.25

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/06/2020	Shavings Premium Racing Blend	30	4.95	148.50

TOTAL OF NEW CHARGES	148.50
BALANCE DUE	**$1,100.25**

EXHIBIT #3
PAGE #6

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Csimon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

INVOICE	2312
DATE	05/14/2020
TERMS	GHPA terms
DUE DATE	05/20/2020

ACCOUNT SUMMARY

05/07/2020	Balance Forward	1,100.25
	Other payments and credits after 05/07/2020 through 05/13/2020	-101.00
05/14/2020	Other invoices from this date	0.00
	New charges (details below)	99.00
	Total Amount Due	1,098.25

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/13/2020	Shavings Premium Racing Blend	20	4.95	99.00

TOTAL OF NEW CHARGES	99.00
BALANCE DUE	**$1,098.25**

EXHIBIT #3
PAGE #7
1350

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Csimon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

INVOICE	2335
DATE	05/20/2020
TERMS	GHPA terms
DUE DATE	05/26/2020

ACCOUNT SUMMARY

05/14/2020	Balance Forward	1,098.25
	Other payments and credits after 05/14/2020 through 05/19/2020	0.00
05/20/2020	Other invoices from this date	0.00
	New charges (details below)	123.75
	Total Amount Due	1,222.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/19/2020	Shavings Premium Racing Blend	25	4.95	123.75

TOTAL OF NEW CHARGES	123.75
BALANCE DUE	**$1,222.00**

EXHIBIT #3
PAGE # 8

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Csimon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

INVOICE	2381
DATE	05/27/2020
TERMS	GHPA terms
DUE DATE	06/02/2020

ACCOUNT SUMMARY

05/20/2020	Balance Forward	1,222.00
	Other payments and credits after 05/20/2020 through 05/26/2020	0.00
05/27/2020	Other invoices from this date	0.00
	New charges (details below)	99.00
	Total Amount Due	1,321.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/26/2020	Shavings Premium Racing Blend	20	4.95	99.00

TOTAL OF NEW CHARGES	99.00
BALANCE DUE	**$1,321.00**

EXHIBIT #3
PAGE #9

Gulfstream Horsemen's Purchasing Association, Inc.

PO Box 3507
Hallandale Beach, FL 33008 US
(502) 639-0707
Csimon@floridahbpa.com

INVOICE

BILL TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

INVOICE	2421
DATE	06/03/2020
TERMS	GHPA terms
DUE DATE	06/09/2020

ACCOUNT SUMMARY

05/27/2020	Balance Forward	1,321.00
	Other payments and credits after 05/27/2020 through 06/02/2020	-180.00
06/03/2020	Other invoices from this date	0.00
	New charges (details below)	99.00
	Total Amount Due	1,240.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/02/2020	Shavings Premium Racing Blend	20	4.95	99.00

TOTAL OF NEW CHARGES	99.00
BALANCE DUE	**$1,240.00**

EXHIBIT #3
PAGE #10

IN THE COUNTY COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

GULFSTREAM HORSEMEN'S PURCHASING ASSOCIATION, INC.
Plaintiff,
vs

MILTON M. NUNEZ
Defendant.

SMALL CLAIMS DIVISION
CASE NO. COCE-21-018030 Division: 52

ORDER OF DISMISSAL
STIPULATION OF THE PARTIES - FINAL ORDER APPROVING STIPULATION

The undersigned parties to this action stipulate and agree based on mutual consideration, as follows:

1. The Defendant agrees to pay the Plaintiff, and the Plaintiff agrees to accept the sum of $1,471.48 in full settlement of the above-styled action, which is calculated as follows: $1,240.00 in damages, $191.48 in court costs, $40.00 in process server fees, and $0.00 in attorney fees.

2. Payments of $100.00 per month shall be made commencing June 15, 2021, and each month thereafter, on the same day of the month until the entire balance of $1,471.48 is paid in full, time being of the essence,.

3. Payments are to be made directly to Plaintiff by check or credit card at the following address, Gulfstream Horsemen's Purchasing Association, Inc., Attn: Debbie Filippi, PO Box 3507, Hallandale Beach, FL 33008. Call (954)457-3516 if you are making payment by credit/debit card.

4. Upon Affidavit by Plaintiff, that Defendant has not made the payments according to this Stipulation, the Court shall reopen this case and Final Judgment shall be entered against Defendant without further notice or hearing, in the amount of $1,871.48 (includes $400.00 in attorney fees), less any payment that have been made pursuant to this stipulation.

Based upon the foregoing, the parties agree that the Court shall enter an Order of Dismissal, this date, but may reopen the cause based upon the filing of an Affidavit, as stated in 4. above.

Agreed to on the last date signed by a party.

Debbie Filippi 06/01/2021
By: Debbie Filippi Date
Mgr Customer Collections for Plaintiff

6/1/21
Milton Nunez Date

FINAL ORDER APPROVING STIPULATION AND ORDER OF DISMISSAL

The above Agreement-Stipulation, having been considered by the Court, is approved, and this cause is dismissed. The case is closed, subject to the provisions as stated above.

DONE AND ORDERED at Fort Lauderdale, Broward County, Florida, this ___ day of ___, 2021.

GIUSEPPINA MIRANDA

JUN 02 2021
A TRUE COPY

Copies to: Milton Numez – [redacted] Mark Gunderson, Esq. – mgunderson@mindspring.com

EXHIBIT #4
PAGE # 1

IN THE COUNTY COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

GULFSTREAM HORSEMEN'S PURCHASING ASSOCIATION, INC.
Plaintiff,
vs

MILTON M. NUNEZ
Defendant.
_____/

SMALL CLAIMS DIVISION
CASE NO. COCE-21-018030 Division: 52

AFFIDAVIT FOR FINAL JUDGMENT PURSUANT TO STIPULATION

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared DEBBIE FILIPPI who after being duly sworn, deposes and says:

1. I am over the age of 18 and otherwise *sui juris*.

2. I am the Records Custodian for GULFSTREAM HORSEMEN'S PURCHASING ASSOCIATION, INC. and familiar with all the facts and circumstances in this action.

3. On May 4, 2021, the parties entered into a stipulation (attached), which required defendant to make certain scheduled payments to plaintiff.

4. Defendant has failed to make payments pursuant to the stipulation.

5. Plaintiff provides this affidavit to support the reopening of this case and for the entry of final judgment in the amount of $1,021.48 ($1,871.48 less payment of $850.00), consistent with this Court's approval of that stipulation.

FURTHER SAYETH NAUGHT

Debbie Filippi
DEBBIE FILLIPPI, RECORDS CUSTODIAN

Sworn to and subscribed before me on May 27, 2022 by Debbie Filippi who is personally known ~~or has produced a Florida Driver License #~~_____

Notary Public — State of Florida
(Seal)

Mark Gunderson
Comm.#HH072769
Expires: Jan. 9, 2025
Bonded Thru Aaron Notary

EXHIBIT #4
PAGE #2

Gulfstream Horsemen's Purchasing Association, Inc.
PO Box 3507
Hallandale Beach, FL 33008 US
+1 9544013298
Csimon@floridahbpa.com

11/4/22

Statement

TO
Milton Nunez
2200 Diana Dr, Apt 402
Hallandale 33009
United States

STATEMENT NO. 2485
DATE 11/03/2022
TOTAL DUE $946.48
ENCLOSED

DATE	DESCRIPTION	AMOUNT	BALANCE
12/31/2020	Balance Forward	Date Recorded on Mark's Spreadsheet	1,240.00
01/26/2021	Payment	02/05/2021 -150.00 ✓	1,090.00
06/15/2021	Payment #1001	06/05/2021 -100.00 ✓	990.00
07/26/2021	Payment #1007	09/09/2021 -100.00 ✓	890.00
08/16/2021	Payment #1002	-100.00 ✓	790.00
09/16/2021	Payment #2102	10/11/2021 -100.00 ✓	690.00
10/21/2021	Payment #1001	11/11/2021 -100.00 ✓	590.00
12/16/2021	Payment	01/07/2021 -100.00 ✓	490.00
01/14/2022	Payment	02/10/2022 -100.00 ✓	390.00
05/27/2022	Invoice #3795 (Court F.F. $191.48; Proc. Surf. 40.00; Atty Fee 400.00)	631.48 ✓	1,021.48
09/09/2022	Payment	09/02/2022 -75.00 ✓	946.48

$1240
631.48
1871.48
- 925.00
$946.48

Payments Received.

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	946.48	$946.48

EXHIBIT #4
PAGE #3

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

DIVISION OF PARI-MUTUEL WAGERING
LICENSE ACTION REQUEST FORM

To: Licensing Administrator

From: Investigator Minaya

Date: November 7, 2022

X	PLEASE **ADD ALERT**: Contact Investigations Prior to Licensing
	PLEASE **REMOVE** ALERT FROM LICENSE RECORD

License number and type: 426775 - 1021

Last Name: NUNEZ First Name: MILTON M

DOB: [redacted] SS#: [redacted]

Reason for Addition/Removal of Alert: **DO NOT LICENSE!** Unsatisfied Final Judgment pending against Milton M. Nunez, in favor of Gulfstream Horsemen's Association Inc., Case # COCE-21-018030, Division 52, in the Circuit Court of the 17th Judicial Court in Broward County, Florida, in the amount of $1,021.48 plus 4.25% interest per year. Because Nunez has made a $75.00 payment, the actual balance due is $946.48.

Responsible Party: Inv. Sup Minaya Case Number: 2022 05 3400

Approved by:_____ Date _____

Added/Removed by:_____ Date November 7, 2022

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	**11/07/2022**
Expires	**-**
Additional Info :	
Prompt	
Value	
Notes	**DO NOT LICENSE! Unsatisfied Final Judgment pending against Milton M. Nunez, in favor of Gulfstream Horsemen's Association Inc., Case # COCE-21-018030, Division 52, in the Circuit Court of the 17th Judicial Court in Broward County, Florida, in the amount of $1,021.48 plus 4.25% interest per year. Because Nunez has made a $75.00 payment, the actual balance due is $946.48.**
Updated	**11/07/2022 11:26:02**
By	**jminaya**

Notes History | Change | Delete | Save | Cancel | < | >

Add | Back

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EXHIBIT #5
PAGE #2

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**			Status	**20 Under Inve tigation**	Status Date	**11/07/2022**
Complaint #	**2022053400**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Re pondent	**NUNEZ, MILTON MAURICIO**	Re pon ible	**jminaya - MINAYA, JULIO**		**Private Ca e**

Complaint | Re pondent | Complainant | Addt'l Info

Source	**CNSM - Consumer**	Security Level	**1**
Form	**PCOM - PMW Complaint**	Priority	
Class'n	**IV-A - Financial Responsibility**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**07/03/2022**
Region	**SR - Southern Region**	Received	**11/07/2022**
Reference	**550.105(7)**		
Entered	**11/07/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc., Inc. ---------- / ---------- . Financial Responsibility: On November 4, 2022, a copy of a Final Judgment, Case #COCE-21-018030 was received via e-mail from Attorney Mark Gunderson. Per said Judgment filed on July 3, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 52 Gulfstream Horsemen's Purchasing Association, Inc., shall recover from Milton M. Nunez the sum of $1,021.48, which shall bear interest at the rate of 4.25% per year.**		
Updated	**11/07/2022 11:02:59**	By	**lmuniz**

Partie | Activitie | Allegations | Discipline | Violation | Compliance | Related | Disposition | In pection | Costs | Time Tracking | Auto Assign | Attachment | Hi tory | Work Notes | Print Report

Change | Save | OK | Cancel | Back

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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: July 3, 2022

☒ PMW	☐ Cardroom	☐ Slot	☐ Violation	☐ Incident	☒ Complaint

FACILITY NAME: Gulfstream Park Racing Assoc., Inc. **LIC #:** 321

RESPONDENT

NAME: Milton M. Nunez		
Address: 2200 Diana Drive, Halladale Florida 33009		Tel #: [redacted]
LIC #: 426775	**LIC TYPE:** 1021	**OCCUPATION:** Individual Animal Owner / Trainer

COMPLAINANT

NAME: Gulfstream Horsemen's Purchasing Association, Inc.		Tel #: (954) 288-1001
Address: PO BOX 3507 Hallandale Beach Florida 33309		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **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.

DESCRIPTION: On November 4, 2022, a copy of a Final Judgment, Case #COCE-21-018030 was received via e-mail from Attorney Mark Gunderson. Per said Judgment filed on July 3, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 52 Gulfstream Horsemen's Purchasing Association, Inc., shall recover from Milton M. Nunez the sum of $1,021.48, which shall bear interest at the rate of 4.25% per year.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Julio Minaya		November 7, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Minaya, Julio
Sent: Monday, November 7, 2022 10:18 AM
To: Muniz, Luz
Cc: Kogan, Steven
Subject: OCR
Attachments: OPEN CASE REQUEST -NUNEZ - Finiancial.docx

Luz,

Please open and assign to me.

Thanks

Julio Minaya
Investigative Supervisor
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Office: 954-202-6844 / Fax: 954.202.3930

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **Imuniz**

Licen e

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expire On **06/30/2025**

File # **6603** Name **NUNEZ, MILTON MAURICIO** Extended To

Licen e # **426775** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **426775** Lic Status **Current**

Licensee | Hi tory | Notes | Notes History | Back

Address

Street # **2200** Street **DIANA DR. APT. 402**

Line 2

Line 3

City **HALLANDALE** State **FL** Zip **33009**

Routing

Other

1st License Date **07/14/2022** Rank Date **07/14/2022** Certificate #

Method **I-S-1024** Status Date **07/14/2022** Certificate Date **09/26/2001**

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	IOWN - Individual Animal Owner	06/29/2019	
C	ONTR Owner/Trainer	06/29/2022	
I	TBRD - Thoroughbred		
J	RETL - License Returned	09/04/2019	VERIFY/CHANGE ADDRESS
L	321 - Gulfstream Park	06/29/2022	
Y	3YR - 3 Year License	01/15/2014	

Alt Keys

BEST LIC NBR **PIN426775**

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- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

12/1/22
Postmark Here

Milton Mauricio Nunez
2200 Diana Dr. Apt. 402
Hallandale, Florida 33009
AC – 2022053400 – PMW

See Reverse for Instructions

USPS Tracking®

FAQs >

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Tracking Number:

70202450000050944451

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Latest Update

Your item was delivered to an individual at the address at 3:50 pm on December 6, 2022 in HALLANDALE, FL 33009.

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Feedback

Delivered

Delivered, Left with Individual

HALLANDALE, FL 33009
December 6, 2022, 3:50 pm

See All Tracking History

Text & Email Updates ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

Track Another Package

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MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Vaughn Ryan Ganpath Case No. 2022-053955; Default Final Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the revocation of Vaughn Ryan Ganpath's ("Respondent") Slot Machine/Cardroom/Pari-Mutuel Occupational Combination License based on his conviction. By failing to respond to the properly served administrative complaint, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order revoking Respondent's Slot Machine/Cardroom/Pari-Mutuel Occupational Combination License.

Background

On November 3, 2022, Respondent was convicted of the misdemeanor offense, Petit Theft of the First Degree, in Broward County, Florida. Respondent did not inform the Division of conviction within 48 hours. Respondent also failed to provide written notification of the Commission within five days of the July 20, 2022 arrest.

Based on this conviction, the Division served Respondent with an administrative complaint seeking revocation of his Slot Machine/Cardroom/Pari-Mutuel Occupational Combination License via U.S. certified mail. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[1] to file a written response to the administrative complaint. The Respondent was served on December 10, 2022 which means the Respondent had until December 31, 2022 to respond. He has never responded.

Analysis

Section 849.086(6)(g), Florida Statutes, provides, that the commission may suspend or revoke any occupational license if the applicant has been convicted of a misdemeanor involving forgery, larceny, extortion, conspiracy, to defraud, or filing

[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.")

false reports to a government agency, racing or gaming commission or authority. Section 550.105(10)(d), Florida Statutes, provides that each licensee shall inform the Division, 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." Rule 61D-11.011, Florida Administrative Code, provides that "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." Accordingly, Respondent license can be revoked or suspended based on the misdemeanor conviction and Respondent's failure to inform the Division of this conviction within 48 hours or the arrest within 5 days.

Because Respondent failed to file a timely response to the properly served administrative complaint, he waived his right to request a hearing. Therefore, the Florida Gaming Control Commission may enter a final order revoking Respondent's Slot Machine/Cardroom/Pari-Mutuel Occupational Combination License.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order revoking Vaughn Ryan Ganpath's Slot Machine/Cardroom/Pari-Mutuel Occupational Combination License.

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.: 2022-053955

VAUGHN RYAN GANPATH,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Vaughn Ryan Ganpath ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering, slot machines, 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 Wagering Combination Occupational License, number 12149182-1055, issued by Petitioner.

3. On or about July 20, 2022, Respondent was arrested for Petit Theft of the First Degree.

4. On or about November 3, 2022, Respondent entered a plea of nolo contendere and was convicted of Petit Theft of the First Degree, a misdemeanor, in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number 22-005-181-MM-10A.

COUNT I

5. Petitioner realleges and adopts paragraphs numbered one through four as if set forth fully herein.

6. Pursuant to Section 849.086(6)(g), Florida Statutes:

> The 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.

7. Section 849.086(6)(f), Florida Statutes, provides "[t]he provisions specified in Sections 550.105(4), (5), (6), (7), (8), and (10) relating to licensure shall be applicable to cardroom occupational licenses."

8. 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."

9. Based on the foregoing, Respondent violated Section 849.086(6)(g), Florida Statutes, by entering a plea of nolo contendere and being convicted of Petit Theft of the First Degree, a misdemeanor in Broward County, Florida on November 3, 2022.

COUNT II

10. Petitioner realleges and adopts paragraphs numbered one through four as if set forth fully herein.

11. Respondent failed to notify Petitioner within 48 hours of his November 3, 2022 conviction for Petit Theft of the First Degree in Broward County, Florida.

12. 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."

13. Based on the foregoing, Respondent violated Section 550.105(10)(d), Florida Statutes, by failing to inform the Division of his November 3, 2022 conviction for a disqualifying offense within 48 hours.

COUNT III

14. Petitioner realleges and adopts paragraphs numbered one through four as if set forth fully herein.

15. On or about July 20, 2022, Respondent was arrested in Broward County, Florida, and was charged with Petit Theft of the First Degree.

16. Respondent failed to provide written notification to Petitioner within five days of his July 20, 2022 arrest.

17. Rule 61D-11.011, Florida Administrative Code, states:

> 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.

18. Based on the foregoing, Respondent violated Rule 61D-11.011, Florida Administrative Code, by failing to provide written notification to Petitioner within five days of his July 20, 2022 arrest.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Chapters 550, 551, and 849, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-053955 is signed this 5th day of December, 2022.

/s/ Emily A. Alvarado

Emily A. Alvarado
Deputy Chief Attorney
Florida Bar Number: 1025200
Department of Business and Professional Regulation
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Leiva@MyFloridaLicense.com
Secondary: Ebonie.Lanier@MyFloridaLicense.com

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.

Lic Type	**1055 - Slot Machine/Cardroom/Pari-Mutuel Individual Combination**			Status	**90 Closed**	Status Date	**11/10/2022**
Complaint #	**2022053955**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**GANPATH, VAUGHN RYAN**	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	**07/20/2022**
Region	**SR - Southern Region**	Received	**11/09/2022**
Reference	**551.107(7)(e)**		
Entered	**11/09/2022**	Entered By	**lmuniz**

Summary: **321-Gulfstream Park Racing Assoc., Inc. ----- / ---- . Slot Machine Occupational license; findings; application; fee: On November 8, 2022, PMW Office of Investigations received an Applicant Hit/Criminal Registrant from PMW Operations Review Specialist Cyntoria Harris. The licensee, Vaughn Ryan GANPAT was arrested on July 20, 2022 for 1 charge of Petit Theft >$100< $750, Misdemeanor. On November 3, 2022, according to the Comprehensive Case Information System (CCIS), adjudication was withheld for the above arrest and GANPAT was ordered to pay $293.00 in Court costs and Fines which are due by May 3, 2023. GANPAT failed to notify the Division within 48 hours of his conviction as required by the above Florida State Statute.**

Updated **11/17/2022 10:32:39** By **lmuniz**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

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ROUTING SLIP

CRIMINAL CONVICTION WHILE LICENSED

RE: GANPATH, VAUGHN RYAN – 12149182 Case No: 2022 05 3955
(LICENSEE NAME – LICENSE #)

Gulfstream Park	Security Guard	☐ Yes ☒ No
Facility (d/b/a name)	Occupation/Job Title	Notified by Licensee

DATE OF CONVICTION: November 3, 2022
(DATE)

Investigations Section:

Reviewed by Bradford D. Jones for Steve Kogan

November 10, 2022
(Initial & Date)

ARCI CHECKED Yes _____
No X

The attached file has been reviewed for completeness and accuracy, and has been forwarded to the Licensing Section.

Licensing Section:

Reviewed/Forwarded to legal by David Donaldson _____
(Initial & Date)

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any gaming or racing jurisdiction?

Yes _____
No _____

Comments: _____

Investigative Findings:

November 3, 2022 — Respondent was convicted (Adjudication Withheld) of Petit Theft (Shoplifting) stemming from a July 22, 2022 arrest in Broward County, Florida – Respondent was ordered to pay $293.00 in Court costs and Fines by May 3, 2023. He was also ordered not to return to the establishment where the theft occurred.

Respondent is in violation of Florida State Statute 550.107(7)(e) for failing to notify the Division within 48 Hours of his conviction.

*Please attach Routing Slip to front of case file.

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**	**November 9, 2022**	**2022 05 3955**

Respondent:	Complainant:
GANPATH, VAUGHN RYAN **7421 NW 42ND COURT** **LAUDERHILL, FLORIDA 33319**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD, SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL. 954-202-3900**

License # and Type:	Profession:	Report Date:
12149182 / 1055	**Security Officer**	**November 10, 2022**

Period of Investigation:	Type of Report:
November 9, 2022 through November 10, 2022	**FINAL**

Alleged Violation: FSS 551.107 Slot Machine Occupational license; findings; application; fee. – (7)(e) Under penalty of perjury, each person who is licensed or who is fingerprinted as required by this section must agree to inform the division 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.

Synopsis: On November 8, 2022, PMW Office of Investigations received an Applicant Hit/Criminal Registrant from PMW Operations Review Specialist Cyntoria Harris **(EXHIBIT #1)**. The licensee, Vaughn Ryan **GANPATH** was arrested on July 20, 2022 for Petit Theft >$100< $750, Shoplifting in the 1st degree **(EXHIBIT #3)**. On November 3, 2022, according to the Comprehensive Case Information System (CCIS), adjudication was withheld for the above arrest, **GANPATH** was charged with a Misdemeanor, and ordered to pay $293.00 in Court costs and Fines which are due by May 3, 2023. **GANPATH** failed to notify the Division within 48 hours of his conviction as required by the above Florida State Statute.

Related Case(s):

Investigator / Date	Investigator Supervisor / Date
 Kelly Melendez / November 10, 2022	 Bradford D. Jones / November 10, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / November 10, 2022

CONTINUATION

On May 20, 2022, Vaughn Ryan **GANPATH** applied for a Slot Machine Individual Occupational License (renewal) to be licensed as a Security Guard at Gulfstream Park **(EXHIBIT #2).** On June 8, 2022, **GANPATH** was issued a three (3) year renewal Slot/Cardroom/PMW Individual Combo license which expires on June 30, 2025 **(EXHIBIT #6).** On his application, he answered "Yes" to the questions concerning prior criminal convictions, noting a 1999 Misdemeanor conviction in Borward County. On November 3, 2022 **GANPATH** was convicted in Broward County Criminal Court (Adjudication Withheld) for Petit Theft >$100<$750 stemming from a July 20, 2022 arrest in Plantation, Florida. **GANPATH** was ordered to pay $293.00 in Court costs and fines and to not to return to Macys Department store located at 8000 West Broward Blvd. Fort Lauderdale, FL. 33324 **(EXHIBIT #4)**.

On July 25, 2022, an Enforcement Alert was placed on **GANPATHS'** PMW license record noting the July 20, 2022 arrest. Furthermore, the notes section indicates the applicant is required to forward the disposition documents and complete the form 3120 **(EXHIBIT # 5).**

On November 8, 2022, this Investigator inquired with Gulfstream Park Human Resources Manager Cleona Pierre, as to **GANPATHS'** employment status. Ms. Pierre indicated **GANPATH** was terminated on October 10, 2022 **(EXHIBIT #7)**.

Conclusion: GANPATH failed to notify the Division within 48 hours of his November 3, 2022 Petit Theft >$100<$750 conviction in Broward County, Florida. As such, he is in apparent violation of Florida State Statute 550.105(10)(d).

Status: Case closed by Investigations and forwarded to Legal for review.

CONTINUATION

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I. INVESTIGATIVE REPORT COVERSHEET 1

II. INVESTIGATIVE REPORT 2

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3. FDLE Arrest Notification 1-1
4. CCIS Conviction/Sentence..... 1-11
5. Copy of VERSA Enforcement Alert 1-2
6. VERSA Licensing 1-1
7. Employment Status Correspondence Gulfstream Park 1-1

Florida Gaming Control Commission
Division of Pari-Mutuel Wagering

SLOTS Occupational License Applicant Hit Routing Slip

RE: GANPATH, VAUGHN RYAN (LICENSEE NAME) **LICENSE NO:** 12149182

APPLICANT HIT RECEIVED: 07/20/2022 (DATE)

Cyntoria Harris	321 - Gulfstream Park	Security
Applicant Hit ORS	**Facility (d/b/a name)**	**Occupation/Job Title**

Pursuant to §551.107 (6)(a), Florida Statutes, The division may deny, suspend, revoke, or refuse to renew any slot machine occupational license if the applicant for such license or the licensee has violated the provisions of this chapter or the rules of the division governing the conduct of persons connected with slot machine gaming. In addition, the division 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.

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: 1055 and 1056 (Fraud, Larceny, Theft, etc.)
☐ Other:
Comments: **Broward County, Florida (Case #: 062022MM005181A88810)** **07/20/2022-** Charge 1- Petit Theft >$100 <$750 (M) – Adjudication Withheld
☑ Referred to Investigations Initials: CH Date: 11/8/2022

License Administrator Review:	☐ No Referral Required	☑ Forward to Investigations	Initials:

Revised 08/10/2016

EXHIBIT # 1
PAGE # 1

OCCUPATIONAL LICENSES FEE VOUCHER 5561

Date 5/19/22

Applicant Name: Vaugh Ganpath
(Please print)

Position/Title: Security officer
(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)

☑ $ 100.00 (Other)

Human Resources Authorized Signature

For Accounting use only.

Original - Division Yellow - Submit for Payment Pink - Accounting Gold - HR Personnel File GULFSTREAM PARK

EXHIBIT # 2
PAGE # 1

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **kmelendez**

Modifier Type	**A - Alert**
Modifier	**ENFO - Enforcement**
Effective	**07/25/2022**
Expires	**-**
Additional Info :	
Prompt	
Value	**Enforcement Alert**
Notes	**Applicant must submit form PMW-3120 and provide court disposition records for the 07/20/2022 offense in Plantation, Florida.**
Updated	**07/25/2022 13:34:13**
By	**rkitchens**

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EXHIBIT # 5
PAGE # 2

Melendez, Kelly

From: Pierre, Cleona <Cleona.Pierre@gulfstreampark.com>
Sent: Tuesday, November 8, 2022 4:14 PM
To: Melendez, Kelly
Cc: HR
Subject: RE: Employment Status

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Good afternoon Kelly,
Security Officer Vaughn Ryan Ganpath is no longer an employee of Gulfstream Park—his termination date was on 10/17/2022. Let me know if you have any questions.

Regards,

GULFSTREAM PARK

CLEONA PIERRE, MBA, PHR
HUMAN RESOURCES MANAGER

901 S FEDERAL HWY
HALLANDALE BEACH, FL 33009

P /954.457.6365
C /954.279.9085

From: Melendez, Kelly <Kelly.Melendez@fgcc.fl.gov>
Sent: Tuesday, November 8, 2022 4:06 PM
To: Pierre, Cleona <Cleona.Pierre@gulfstreampark.com>
Subject: Employment Status

WARNING // THIS E-MAIL ORIGINATED FROM AN **EXTERNAL SENDER**. BE CAUTIOUS WITH LINKS AND ATTACHMENTS.

Good Afternoon Cleona,

Can you provide me with the employment status of Security Officer Vaughn Ryan Ganpath, license #12149182, start and end date?

Thank you!

EXHIBIT # 7
PAGE #

Lic Type	**1055 - Slot Machine/Cardroom/Pari-Mutuel Individual Combination**			Status	**20 Under Investigation**	Status Date	**11/09/2022**
Complaint #	**2022053955**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**GANPATH, VAUGHN RYAN**	Responsible	**kmelendez - MELENDEZ, KELLY**		**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	**07/20/2022**
Region	**SR - Southern Region**	Received	**11/09/2022**
Reference	**551.107(7)(e)**		
Entered	**11/09/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc., Inc. ----- / ---- . Slot Machine Occupational license; findings; application; fee: On November 8, 2022, PMW Office of Investigations received an Applicant Hit/Criminal Registrant from PMW Operations Review Specialist Cyntoria Harris. The licensee, Vaughn Ryan GANPAT was arrested on July 20, 2022 for 1 charge of Petit Theft >$100< $750, Misdemeanor. On November 3, 2022, according to the Comprehensive Case Information System (CCIS), adjudication was withheld for the above arrest and GANPAT was ordered to pay $293.00 in Court costs and Fines which are due by May 3, 2023. GANPAT failed to notify the Division within 48 hours of his conviction as required by the above Florida State Statute.**		
Updated	**11/09/2022 13:31:07**	By	**lmuniz**

☐ Parties ☑ Activities

☑ Allegations ☐ Discipline

☐ Violations ☐ Compliance

☐ Related ☑ Disposition

☐ Inspection

☐ Costs

☐ Time Tracking Auto Assign

☐ Attachments History

☐ Work Notes Print Report

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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: July 20, 2022

☒ PMW ☐ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: GULFSTREAM PARK RACING ASSOC., INC **LIC #:** 321

RESPONDENT

NAME: Vaughn Ryan Ganpath		
Address: **7421 NW 42ND Court**		Tel #:
LIC #: 12149182	**LIC TYPE: 1055**	**OCCUPATION: Security Guard**

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **FSS 551.107 Slot Machine Occupational license; findings; application; fee. – (7)(e)** Under penalty of perjury, each person who is licensed or who is fingerprinted as required by this section must agree to inform the division 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.

DESCRIPTION: On November 8, 2022, PMW Office of Investigations received an Applicant Hit/Criminal Registrant from PMW Operations Review Specialist Cyntoria Harris. The licensee, Vaughn Ryan **GANPATH** was arrested on July 20, 2022 for 1 charge of Petit Theft >$100< $750, Misdemeanor. On November 3, 2022, according to the Comprehensive Case Information System (CCIS), adjudication was withheld for the above arrest and **GANPATH** was ordered to pay $293.00 in Court costs and Fines which are due by May 3, 2023. **GANPATH** failed to notify the Division within 48 hours of his conviction as required by the above Florida State Statute.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____ (Title of State Employee)

Kelly Melendez		November 9, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Jones, Bradford
Sent: Wednesday, November 9, 2022 12:52 PM
To: Muniz, Luz
Cc: Kogan, Steven; Melendez, Kelly
Subject: OPEN CASE REQUEST
Attachments: OPEN CASE REQUEST FORM - Vaughn R. Ganpat (GSP)-Applicant Hit.docx

Hello Luz,

This is approved. Please open a case and assign to Kelly Melendez.

Thank you.

Bradford D. Jones
Investigations Supervisor
Division of Pari-Mutual Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 954.202.3900 • Fax: 954.202.3930

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Modifier Type	**A - Alert**
Modifier	**ENFO - Enforcement**
Effective	**07/25/2022**
Expires	**-**
Additional Info :	
Prompt	
Value	**Enforcement Alert**
Notes	**Applicant must submit form PMW-3120 and provide court disposition records for the 07/20/2022 offense in Plantation, Florida.**
Updated	**07/25/2022 13:34:13**
By	**rkitchens**

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Search Criteria | Results

Case Type	Complaint #	Status	Reference	Incident	Respondent	Complainant	Lic Type	Public Case	View	Process
No items found.										

Total: 0

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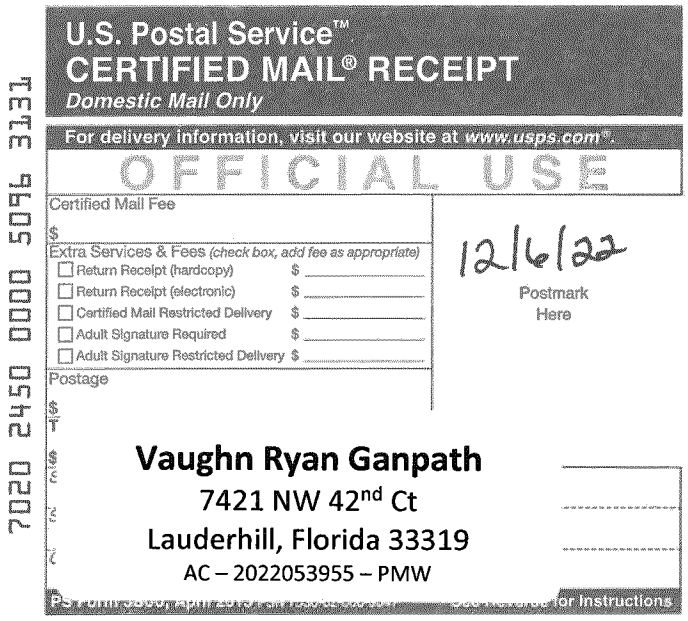
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Vaughn Ryan Ganpath
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Lauderhill, Florida 33319
AC – 2022053955 – PMW

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FAQs >

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FORT LAUDERDALE, FL 33319
December 10, 2022, 10:53 am

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Product Information ⌄

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FAQs

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Juan Andres Rodriguez Case No. 2022-055544; Default Final Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the suspension of Juan Andres Rodriguez ("Respondent") Pari-Mutuel Wagering Professional Individual Occupational License. By failing to respond to the properly served administrative complaint, Respondent waived his right to request a hearing contesting the Division's decision. Therefore, the Florida Gaming Control Commission should enter a final order suspending Respondent's Pari-Mutuel Wagering Professional Individual Occupational License.

Background

On November 17, 2022, a default final judgment of $16,997.78 was entered against Respondent for unpaid financial obligations regarding horse feed and other products provided on the ground of a pari-mutuel facility in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida in case number COCE22051903. These unpaid financial obligations related to racing conducted at a pari-mutuel facility in the state of Florida.

The Division served Respondent with an administrative complaint seeking suspension of his Pari-Mutuel Wagering Professional Individual Occupational License until the judgment has been satisfied pursuant to section 550.105(7), Florida Statutes. The election of rights accompanying the administrative complaint made it clear that the Respondent had 21 days[1] to file a written response to the administrative complaint. The Respondent was served on December 10, 2022 which means the Respondent had until December 31, 2022 to respond. He has never responded.

[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.")

Analysis
Section 550.105(7), Florida Statutes, 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." Respondent defaulted in Seventeenth Circuit on a case relating to horse racing in the state of Florida. Accordingly, Respondent license may be suspended or revoked.

Because Respondent failed to file a timely response to the properly served administrative complaint, he waived his right to request a hearing.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order suspending Juan Andres Rodriguez's Pari-Mutuel Wagering Professional Individual Occupational License until the Commission receives confirmation that payment has been satisfied.

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.: 2022-055544

JUAN ANDRES RODRIGUEZ,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Juan Andres Rodriguez ("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, 7568465-1021, issued by Petitioner.

3. On or about November 17, 2022, a default final judgment of $16,997.78 was entered against Respondent for unpaid financial obligations regarding horse feed and other products in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number COCE22051903.

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 Chapter 550, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-055544 is signed this 2nd day of December, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**	Status	**90 Closed**	Status Date	**11/22/2022**
Complaint #	**2022055544**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Respondent	**RODRIGUEZ, JUAN**	Responsible	**jminaya - MINAYA, JULIO** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**CNSM - Consumer**	Security Level	**1**
Form	**PCOM - PMW Complaint**	Priority	
Cla 'n	**IV-A - Financial Responsibility**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**11/17/2022**
Region	**SR - Southern Region**	Received	**11/21/2022**
Reference	**550.105(7)**		
Entered	**11/21/2022**	Entered By	**lmuniz**

Summary: **321-Gulfstream Park Racing Assoc., Inc. ---------- / ---------- . Financial Responsibility: On November 18, 2022, a copy of a Default Final Judgment, Case #COCE-22-051903 was received via e-mail from Attorney Mark Gunderson. Per said Default Judgment filed on November 17, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 53 Finish Line Feed Inc., shall recover from Juan Andres Rodriguez the sum of $15,328.43 in principle, filing fees of $424.35, process server fees of $45.00 and attorney fees in the amount of $1,200.00, totaling $16,997.78, which shall bear interest at the rate of 4.75% per year.**

Updated **11/28/2022 10:12:07** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violation ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto A ign
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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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**November 21, 2022**	**2022 05 5544**

Respondent:	Complainant:
RODRIGUEZ, JUAN ANDRES **4878 W STERLING CIR** **DAVIE, FL 33314** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATION** **1400 W. COMMERCIAL BLVD., SUITE 165** **FT. LAUDERDALE, FL 33309** **(954) 202-3900**

License # and Type:	Profession:	Report Date:
7568465 - 1021	**Thoroughbred Trainer**	**November 21, 2022**

Period of Investigation:	Type of Report:
November 21, 2022 through November 21, 2022	**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 November 18, 2022, a copy of a Default Final Judgment against Juan Andres **RODRIGUEZ**, in favor of Finish Line Feed Inc., Case No. COCE-22-051903, Division 53 In the County Court of the 17th Judicial Circuit In and For Broward County, FL, ordered on November 17, 2022, was received via e-mail from Attorney Mark Gunderson.

Per said judgment, Finish Lined Feed Inc., shall recover from **RODRIGUEZ** the sum of $15,328.43 in principle, filing fees of $424.35, process server fees of $45.00 and attorney fees in the amount of $1,200.00, totaling $16,997.78, which shall bear interest at the rate of 4.75% per year. **(Exhibit # 1)**

Related Case:

Investigator / Date	Investigator Supervisor / Date
	Julio Minaya / November 21, 2022

Chief of Investigations / Date

/S/ Steven E. Kogan

Steven E. Kogan / November 22, 2022

CONTINUATION

A check of DBPR Versa records reflect that Juan Andres **RODRIGUEZ** obtained a 3 year Florida PMW Occupational license as a Thoroughbred Trainer on July 7, 2021. This license expires on June 30, 2024. A copy of his licensing information is attached as **EXHIBIT # 2**.

In the letter from Gunderson dated November 18, 2022, he states that the original amount of $16,997.78, is for horse feed and other products provided by his client at a Florida Pari-Mutuel facility where **RODRIGUEZ** stables his horses. Gunderson also provided copies of the Original Complaint and invoices related to his case. These documents are attached as **EXHIBIT # 1, 3.**

Gunderson also provided a copy of an August 25, 2022, complaint filed against **RODRIGUEZ** for breach of contract. The complaint states that **RODRIGUEZ** and Finish Line Feed Inc., entered into a Settlement Agreement on March 4, 2022, to settle a disputed claim for feed and other horse care products provided by Finish Line Feed. Complaint also states that **RODRIGUEZ** breached the Settlement Agreement by failing to make a full July 20, 2022 payment of $2,000.00, having only made a partial payment of $1,000.00. **RODRIGUEZ** originally owed Finish Line Feed $23,808.43. He has paid $8,480.00 reducing the amount owed to $15,328.43. **(EXHIBIT #3)**

On November 21, 2022, an Enforcement Alert was placed on **RODRIGUEZ'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**.

Status: RODRIGUEZ is in violation of F.S.S. 550.105(7) for failing to satisfy the aforementioned Final Judgment.

Case is closed by Investigations and forwarded to Legal for review.

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I. INVESTIGATIVE REPORT COVERSHEET …….. 1
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III. INVESTIGATIVE REPORT …….. 2

IV. EXHIBITS

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2. Versa Check on **RODRIGUEZ**…… 1-2
3. Original Court Complaint & Invoices…… 1-5
4. License Action ALERT…… 1-2

Minaya, Julio

From: Mark Gunderson <mgunderson@mindspring.com>
Sent: Friday, November 18, 2022 1:28 PM
To: Minaya, Julio; Fleming, Donna
Cc: Patrick Mchugh
Subject: Division Complaint - Juan Rodriguez
Attachments: 2022_02_20 Rodriguez Statements.pdf; 2022_03_04 Agreement Rodriguez Countersigned.pdf; 2022_08_25 Complaint Rodriguez.pdf; 2022_11_18 Letter to Division Rodriguez.pdf

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Julio/Donna,

Attached is my client's complaint to the Division of Pari-mutuel wagering against Juan Rodriguez and related relevant documents. Call with any questions.

Mark Gunderson
Attorney • CPA
2510 SW 18 Street
Ft. Lauderdale, FL 33312
(954) 288-1001 Mobile
(954)791-6154 Fax

"Greed is a powerful motivator…
many people behave badly and dishonestly, creating serious hardships for others in order to enrich themselves"
-Richard Bitner-

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EXHIBIT # /
PAGE # /
1426

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 – JUAN ANDRES RODRIGUEZ

November 18, 2022

Via Certified Mail – 7020 3160 0001 2756 3179 &
Via email - Donna.Fleming@myfloridalicense.com

Division of Pari-Mutuel Wagering
DBPR 0070 – Uniform Complaint Form
2601 Blairstone Rd.
Tallahassee, Florida 32399

Via email - Julio.Minaya@myfloridalicense.com

Julio Minaya, Investigation Supervisor
Division of Pari-Mutuel Wagering
1400 West Commercial Boulevard, Suite 165
Fort Lauderdale, FL 33065

Re: Finish Line Feed, Inc. v Juan Andres Rodriguez
17th Judicial Circuit - State of Florida – COCE 22051903 Division 53 - $16,997.78

Gentlemen:

On November 17, 2022, my client, Finish Lined Feed, Inc. obtained judgment[1] against Juan Andres Rodriguez, a licensee, concerning horse feed and other products which my client provided at a Florida pari-mutuel facility where Mr. Rodriguez stabled his horses. Since obtaining that judgment, Mr. Rodriguez has failed to satisfy his obligation.

Florida statutes states: "the division [pari-mutuel wagering] may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults in obligations...if such unpaid obligations...directly relate to the sport of ... racing being conducted at a pari-mutuel facility within this state." 550.105(7) Fla. Stat.

Mr. Rodriguez holds a Pari-Mutuel Wagering Individual Occupational license issued by the State of Florida, as does my client. Mr. Rodriguez has accumulated unpaid obligations and has defaulted on an obligation that directly relates to the sport of racing conducted at a pari-mutuel facility.

Accordingly, my client requests that Mr. Rodriguez's occupational/horse racing license be suspended or revoked, in accordance with the procedures found at Fla. Admin. Code R. 61D-3.001, which states that, "alleged violations of Chapter 550, F.S., or Chapter 61D, F.A.C., in horseracing shall be heard by a board of stewards."

Thank you for your attention to this matter.

/s/ Mark Gunderson, Esq.

Cc. Client
Juan Andrez Rodriguez via email: [redacted]

[1] Judgment attached.

EXHIBIT # /
PAGE # 2

Filing # 161489099 E-Filed 11/17/2022 07:37:50 PM

IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. **COCE22051903** DIVISION: **53** JUDGE: **Lee, Robert W. (53)**

Finish Line Feed Inc

Plaintiff(s) / Petitioner(s)

v.

Juan Andres Rodriguez

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 Defendant, JUAN ANDRES RODRIGUEZ is in default for failing to file any paper or pleading in this matter and the time for response has expired. Plaintiff, FINISH LINE FEED, INC. 145 SW 3rd Ave. Dania Beach, FL 33004, shall recover from Defendant, JUAN ANDRES RODRIGEZ, 4878 w. Sterling Ranch Cir., Davie, FL 33314, the sum of $15,328.43 in principal, filing fees of $424.35, process server fees of $45.00 and attorney fees in the amount of $1,200.00, making **a total of $16,997.78**, which shall bear interest at the rate of 4.75% per year, for which let execution issue forthwith.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete Form 1.977 and return it to the Plaintiff's attorney.

Pursuant to Rule 2.516(h)(1), the Court hereby orders counsel to furnish copies of this Order/Judgment to any party who does not have an email address shown on this document.

DONE AND ORDERED in Chambers at Broward County, Florida on 17th day of November, 2022.

COCE22051903 11-17-2022 10:08 AM
Hon. Robert W. Lee
COUNTY COURT JUDGE
Electronically Signed by Robert W. Lee

Copies Furnished To:
Juan Andres Rodriguez , Address : 4878 W. Sterling Ranch Cir., Davie, FL 33314
Mark Gunderson , E-mail : mgunderson@mindspring.com

EXHIBIT # 1
PAGE # 3

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 FINISH LINE FEED, INC.				
MAILING ADDRESS				
Street Address or P.O. Box 145 SW 3RD AVE				
City DANIA BEACH		State FL	Zip Code (+4 optional) 33304	
County (if Florida address) BROWARD		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 RODRIGUEZ, JUAN	First	Middle	Title	Suffix
License Number (if known) 7568465				
Company/Occupation HORSE TRAINER				
MAILING ADDRESS				
Street Address or P.O. Box 4878 W. STERLING RANCH CIR				
City DAVIE		State FL	Zip Code (+4 optional) 33314	
County (if Florida address)		Country		
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		

PRIVATE ATTORNEY FOR SUBJECT OF COMPLAINT (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		

WITNESS (IF APPLICABLE)				
Last Name MCHUGH, PATRICK - PRESIDENT FINISH LINE FEED, INC.	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
C/O FINISH LINE FEED, INC., 145 SW 3RD AVE.				
City DANIA BEACH		State FL	Zip Code (+4 optional) 33304	
County (if Florida address) BROWARD		Country		
CONTACT INFORMATION				
Primary Phone Number 954-920-1414		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: 11/18/22

Rev 07/2011

EXHIBIT # 1
PAGE # 6

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 **06/30/2024**

File # **45103** Name **RODRIGUEZ, JUAN** Extended To

License # **7568465** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **7568465** Lic Status **Current**

Address

Street # **4878** Street **W STERLING RANCH CIR**

Line 2

Line 3

City **DAVIE** State **FL** Zip **33314**

Routing

Other

1st License Date **07/07/2021** Rank Date **07/07/2021** Certificate #

Method **I-S-1024** Status Date **07/07/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	TRNR - Trainer	01/04/2013	
I	TBRD - Thoroughbred	10/17/2005	
L	321 - Gulfstream Park	07/12/2022	
Y	3YR - 3 Year License	01/04/2013	

Alt Keys

BEST LIC NBR **7568465**

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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 # **7568465**

Fed Tax # [redacted] Fed Tax Type **SSN #** Name **RODRIGUEZ, JUAN**

Last Name **RODRIGUEZ** First **JUAN** Middle

Title Suffix Qualifier

Gender **M** Race **4 - Hispanic**

Driver License # Birth Date [redacted]

Mailing Address ☑ Private Address ☐ Preferred Name ☑

Street # **4878** Street **W STERLING RANCH CIR**

Line 2

Line 3

City **DAVIE** County **Broward**

Zip **33314** State **Florida** Country **United States**

Routing

Phone # [redacted] Ext E-Mail [redacted]

Insp Region Receive Email ☐

Updated **06/29/2021 14:07:23** By **jzimmerman**

Notes | Notes History | Fix | Change | Save | OK | Cancel | Back

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EXHIBIT # 2
PAGE # 2

Filing # 156106338 E-Filed 08/25/2022 12:55:16 PM

IN THE COUNTY COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

FINISH LINE FEED, INC.
Plaintiff,
vs

CASE:

JUAN ANDRES RODRIGUEZ
Defendants.
_____/

COMPLAINT

Plaintiff, FINISH LINE FEED, INC. ("Plaintiff"), sues defendant, JUAN ANDRES RODRIGUEZ, ("Defendant") and alleges:

1. This is an action for Breach of Contract.

2. This Court has subject matter jurisdiction over this dispute because this complaint seeks damages less than $30,000.00 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 is a resident of Broward County and is otherwise *sui juris.*

5. The Court has jurisdiction over the Defendant in that Plaintiff's causes 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 Defendant's substantial and not isolated activity within this state. §48.193 Fla. Stat.

BREACH OF CONTRACT

6. On or about March 4, 2022 Plaintiff and Defendant entered into a Settlement Agreement to settle a disputed claim for feed and other horse care products provided by Plaintiff. *See Exhibit A.*

7. Plaintiff performed all conditions precedent to be performed or those conditions have occurred.

8. Defendant breached the Settlement Agreement by failing to make a full July, 20, 2022 payment of $2,000.00, having only made a partial payment of $1,000.00.

9. Defendant owes Plaintiff $15,328.43 (Original Balance - $23,808.43 less payments to date - $8,480.00).

10. Plaintiff is entitled to Attorney Fees according to the terms of the parties'

EXHIBIT #3
PAGE # 1

Settlement Agreement.

WHEREFORE, Plaintiff demand judgment against Defendant for damages in the amount of $15,328.43, attorney fees, costs, and such other and further relief as this Court deems just and proper.

ARK 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

EXHIBIT #3
PAGE # 2

SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Juan Andres Rodriguez ("Debtor") and Finish Line Feed Inc., ("Creditor") who agree as follows:

TERMS

1. Debtor is indebted to Creditor in the amount of $23,808.43.

2. Debtor agrees to pay Creditor, and Creditor agrees to accept, the sum of $23,808.43 in full and final settlement of this debt.

3. Payments of $2,000.00 per month shall be made by Debtor to Creditor on the 20th day of each month starting March 20, 2022, until the full amount of $23,808.43 is paid, time being of the essence.

4. Payments shall be made directly to Plaintiff by check or credit card at Finish Line Feed, Inc., Attn: Penny Gambino, 145 SW 3rd Ave, Dania Beach, FL 33004, or by calling (954) 920-1414 to make a credit/debit card payment.

5. Any amount paid in excess of the minimum monthly payment shall be applied to the unpaid balance and will not delay the due date for the next scheduled payment.

6. So long as payments are made as scheduled, Creditor will not file a court action, or a complaint against Debtor's horse racing license with the Florida Division of Pari-mutuel Wagering, and/or Debtor's horse racing license in another State.

7. Upon default, Creditor may proceed with a Court action in Broward County Court to recover the then outstanding balance, plus interest from the date of this Settlement Agreement, plus court costs, process server fees and attorney fees as awarded by the Court. Upon the filing of an action Debtor shall consent to judgment in an amount consistent with paragraph 7.

The parties have executed this Settlement Agreement on the date written below:

Sign _____ 3/4/22

By: Patrick McHugh Date
For Finish Line Feed, Inc.

Sign _____ 02/24/22

Juan Andres Rodriguez Date

EXHIBIT #3
PAGE # 3

FINISH LINE FEED INC.
PO BOX 1859
DANIA BEACH, FL 33004
(954)920-1414
WWW.FINISHLINEFEEDINC.COM

STATEMENT

JUAN ANDRES RODRIGUEZ*****
EMAIL
4878 W STIRLING RANCH CIRCLE
DAVIE FL 33314

ACCOUNT NO.	DATE
ROD105	12/31/2021

ALL CLAIMS ON PRODUCT MUST BE MADE WITHIN 14 DAYS

DATE	INVOICE NO.	DESCRIPTION			CHARGES	CREDITS	BALANCE
11/30/2021		Balance Forward			20,899.98		20,899.98
12/01/2021	816586	OE Invoice			549.95		21,449.93
	20	RACE 'N WIN SWEET BUCKEYE	22.75	455.00			
	2	TIMOTHY 3W 100# 1ST	38.00	76.00			
	1	ALFALFA 2W 60#	18.95	18.95			
12/03/2021	816826	OE Invoice			325.00		21,774.93
	50	SHAVINGS 10CU' STALLMASTER	6.50	325.00			
12/08/2021	817259	OE Invoice			375.00		22,149.93
	5	RACE 'N WIN SWEET BUCKEYE	22.75	113.75			
	5	TIMOTHY 3W 114#	43.95	219.75			
	1	ALFALFA 3W 108#	41.50	41.50			
12/09/2021	817386	OE Invoice			162.50		22,312.43
	25	SHAVINGS 10CU' STALLMASTER	6.50	162.50			
12/11/2021	817631	OE Invoice			113.75		22,426.18
	5	RACE 'N WIN SWEET BUCKEYE	22.75	113.75			
12/12/2021	817648	OE Invoice			281.25		22,707.43
	45	SHAVINGS MINIFLAKE STALLMASTER	6.25	281.25			
12/15/2021	818002	OE Invoice			491.25		23,198.68
	10	RACE 'N WIN SWEET BUCKEYE	23.00	230.00			
	5	TIMOTHY 3W 114#	43.95	219.75			
	1	ALFALFA 3W 108#	41.50	41.50			
12/18/2021	818385	OE Invoice			115.00		23,313.68
	5	RACE 'N WIN SWEET BUCKEYE	23.00	115.00			
12/20/2021	818537	OE Invoice			285.75		23,599.43
	45	SHAVINGS MINIFLAKE STALLMASTER	6.35	285.75			
12/31/2021	0005112036	FINANCE CHARGE			209.00		23,808.43

Current	32 Days	62 Days	93 Days	123 Days	AMOUNT DUE
2,908.45	3,928.52	3,383.41	2,230.47	11,357.58	23,808.43

FINISH LINE FEED INC.
PO BOX 1859
DANIA BEACH, FL 33004
(954)920-1414
WWW.FINISHLINEFEEDINC.COM

STATEMENT

JUAN ANDRES RODRIGUEZ*****
EMAIL
4878 W STIRLING RANCH CIRCLE
DAVIE FL 33314

ACCOUNT NO.	DATE
ROD105	11/30/2021

ALL CLAIMS ON PRODUCT MUST BE MADE WITHIN 14 DAYS

DATE	INVOICE NO.	DESCRIPTION			CHARGES	CREDITS	BALANCE
10/31/2021		Balance Forward			21,354.87		21,354.87
11/02/2021	814260	OE Invoice			325.00		21,679.87
	50	SHAVINGS 10CU' STALLMASTER	6.50	325.00			
11/05/2021	814529	OE Invoice			345.45		22,025.32
	10	RACE 'N WIN SWEET BUCKEYE	22.75	227.50			
	2	TIMOTHY 3W 100# 1ST	38.00	76.00			
	1	ALFALFA 3W 110#	41.95	41.95			
11/06/2021	814715	OE Invoice			65.00		22,090.32
	10	SHAVINGS 10CU' STALLMASTER	6.50	65.00			
11/09/2021	814761	OE Invoice			417.50		22,507.82
	10	RACE 'N WIN SWEET BUCKEYE	22.75	227.50			
	5	TIMOTHY 3W 100# 1ST	38.00	190.00			
11/10/2021	814866	OE Invoice			325.00		22,832.82
	50	SHAVINGS 10CU' STALLMASTER	6.50	325.00			
11/12/2021	815070	OE Invoice			269.45		23,102.27
	10	RACE 'N WIN SWEET BUCKEYE	22.75	227.50			
	1	ALFALFA 3W 110#	41.95	41.95			
11/12/2021	815086	OE Invoice			325.00		23,427.27
	50	SHAVINGS 10CU' STALLMASTER	6.50	325.00			
11/17/2021	815426	OE Invoice			459.45		23,886.72
	10	RACE 'N WIN SWEET BUCKEYE	22.75	227.50			
	5	TIMOTHY 3W 100# 1ST	38.00	190.00			
	1	ALFALFA 3W 110#	41.95	41.95			
11/19/2021	815609	OE Invoice			273.46		24,160.18
	10	RACE 'N WIN SWEET BUCKEYE	22.75	227.50			
	1	POULTICE ORIGINAL GRN FL 45#	42.95	42.95			
		Sales Tax		3.01			
11/20/2021	815698	OE Invoice			325.00		24,485.18
	50	SHAVINGS 10CU' STALLMASTER	6.50	325.00			
11/20/2021	CC	PAYMENT ON ACCT				2,100.00	22,385.18
11/22/2021	CC	PAYMENT ON ACCT				2,283.41	20,101.77
11/26/2021	816061	OE Invoice			303.50		20,405.27
	10	RACE 'N WIN SWEET BUCKEYE	22.75	227.50			
	2	TIMOTHY 3W 100# 1ST	38.00	76.00			
11/27/2021	816204	OE Invoice			325.00		20,730.27
	50	SHAVINGS 10CU' STALLMASTER	6.50	325.00			
11/30/2021	0004311978	FINANCE CHARGE			169.71		20,899.98

Current	31 Days	62 Days	92 Days	123 Days	AMOUNT DUE
3,928.52	3,383.41	2,230.47	228.26	11,129.32	20,899.98

EXHIBIT #3
PAGE # 5

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

DIVISION OF PARI-MUTUEL WAGERING
LICENSE ACTION REQUEST FORM

To: Licensing Administrator

From: Investigator Minaya

Date: November 21, 2022

X	PLEASE **ADD ALERT**: Contact Investigations Prior to Licensing
	PLEASE **REMOVE** ALERT FROM LICENSE RECORD

License number and type: 7568465 - 1021

Last Name: RODRIGUEZ First Name: JUAN A

DOB: [redacted] SS#: [redacted]

Reason for Addition/Removal of Alert: **DO NOT LICENSE!** Unsatisfied Default Final Judgment pending against Juan Andres Rodriguez, in favor of Finish Line Feed Inc., Case # COCE-22-051903, Division 53, in the Circuit Court of the 17th Judicial Court in Broward County, Florida, in the amount of $16,997.78 plus 4.75% interest per year.

Responsible Party: Inv. Sup Minaya Case Number: 2022 05 5544

Approved by:_____ Date _____

Added/Removed by:_ _____ Date November 21, 2022

Revised 12/08

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **jminaya**

VR Home > License Search > License Home > **Maintain License Modifiers - BASE_CLONE**

Search Criteria | Results | Detail

Modifier Type	**A - Alert**
Modifier	**ENFO - Enforcemt Alert**
Effective	**11/21/2022**
Expires	**-**
Additional Info :	
Prompt	
Value	
Notes	**DO NOT LICENSE! Unsatisfied Default Final Judgment pending against Juan Andres Rodriguez, in favor of Finish Line Feed Inc., Case # COCE-22-051903, Division 53, in the Circuit Court of the 17th Judicial Court in Broward County, Florida, in the amount of $16,997.78 plus 4.75% interest per year.**
Updated	**11/21/2022 10:47:37**
By	**jminaya**

Notes History | Change | Delete | Save | Cancel | < | >

Add | Back

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EXHIBIT #4
PAGE # 2

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**	Status	**20 Under Inve tigation**	Status Date	**11/21/2022**
Complaint #	**2022055544**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Respondent	**RODRIGUEZ, JUAN**	Responsible	**jminaya - MINAYA, JULIO**

Private Case

Complaint | Respondent | Complainant | Addt'l Info

Source **CNSM - Consumer** Security Level **1**

Form **PCOM - PMW Complaint** Priority

Cla 'n **IV-A - Financial Responsibility** Complexity **R Regular**

Security **STND - Standard** Incident **11/17/2022**

Region **SR - Southern Region** Received **11/21/2022**

Reference **550.105(7)**

Entered **11/21/2022** Entered By **lmuniz**

Summary **321-Gulfstream Park Racing Assoc., Inc. ---------- / ---------- . Financial Responsibility: On November 18, 2022, a copy of a Default Final Judgment, Case #COCE-22-051903 was received via e-mail from Attorney Mark Gunderson. Per said Default Judgment filed on November 17, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 53 Finish Line Feed Inc., shall recover from Juan Andres Rodriguez the sum of $15,328.43 in principle, filing fees of $424.35, process server fees of $45.00 and attorney fees in the amount of $1,200.00, totaling $16,997.78, which shall bear interest at the rate of 4.75% per year.**

Updated **11/21/2022 10:31:59** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violation ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto A ign
☐ Attachments History
☐ Work Notes Print Report

Change | Save | OK | Cancel | Back

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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: November 17, 2022

☒ PMW	☐ Cardroom	☐ Slot	☐ Violation	☐ Incident	☒ Complaint

FACILITY NAME: Gulfstream Park Racing, Assoc., Inc. **LIC #:** 321

RESPONDENT

NAME: Juan Andres Rodriguez		
Address: 4878 W Sterling Ranch Cir, Davie Florida 33314		Tel #: [redacted]
LIC #: 7568465	**LIC TYPE:** 1021	**OCCUPATION:** Individual Animal Owner / Trainer

COMPLAINANT

NAME: Finish Line Feed, Inc.		Tel #: (954) 288-1001
Address: 145 SW 3RD Ave, Dania Beach Florida 33004		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **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.

DESCRIPTION: On November 18, 2022, a copy of a Default Final Judgment, Case #COCE-22-051903 was received via e-mail from Attorney Mark Gunderson. Per said Default Judgment filed on November 17, 2022, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 53 Finish Line Feed Inc., shall recover from Juan Andres Rodriguez the sum of $15,328.43 in principle, filing fees of $424.35, process server fees of $45.00 and attorney fees in the amount of $1,200.00, totaling $16,997.78, which shall bear interest at the rate of 4.75% per year.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Julio Minaya		November 21, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Minaya, Julio
Sent: Monday, November 21, 2022 9:28 AM
To: Muniz, Luz
Cc: Kogan, Steven
Subject: OCR
Attachments: OPEN CASE REQUEST -RODRIGUEZ, Juan Andres - Finiancial.docx

Luz,

Please open and assign to me.

Thanks

Julio Minaya
Investigative Supervisor
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Office: 954-202-6844 / Fax: 954.202.3930

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **Imuniz**

Licen e

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expire On **06/30/2024**

File # **45103** Name **RODRIGUEZ, JUAN** Extended To

License # **7568465** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **7568465** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Addre

Street # **4878** Street **W STERLING RANCH CIR**

Line 2

Line 3

City **DAVIE** State **FL** Zip **33314**

Routing

Other

1st License Date **07/07/2021** Rank Date **07/07/2021** Certificate #

Method **I-S-1024** Status Date **07/07/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	TRNR - Trainer	01/04/2013	
I	TBRD - Thoroughbred	10/17/2005	
L	321 - Gulfstream Park	07/12/2022	
Y	3YR 3 Year Licen e	01/04/2013	

Alt Key

BEST LIC NBR **7568465**

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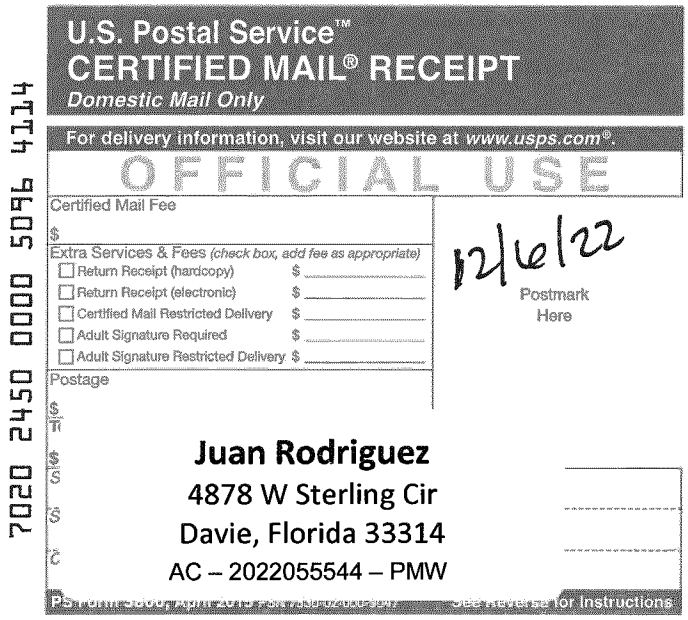
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Extra Services & Fees (check box, add fee as appropriate)
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Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$
12/6/22
Postmark Here
7020 2450 0000 5096 4114
Juan Rodriguez
4878 W Sterling Cir
Davie, Florida 33314
AC – 2022055544 – PMW
See Reverse for Instructions

USPS Tracking®

FAQs >

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70202450000050964114

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Your item was delivered to an individual at the address at 10:33 am on December 10, 2022 in FORT LAUDERDALE, FL 33314.

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Feedback

Delivered

Delivered, Left with Individual

FORT LAUDERDALE, FL 33314
December 10, 2022, 10:33 am

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Product Information ⌄

See Less ^

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Contact USPS Tracking support for further assistance.

FAQs

5. Discussion of consent orders

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Emily Alvarado, Deputy Chief Attorney
Re: FGCC V. Tampa Bay Downs, Inc., Case No. 2022-033589; Consent Order
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by Tampa Bay Downs, Inc. ("Respondent") to resolve Case No. 2022-033589. Pursuant to the terms of the proposed order, Respondent would pay an administrative fine of $500 for violating section 849.086(6)(c), Florida Statutes.

Background

On or about July 12, 2022, Respondent allowed a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering Occupational license. Respondent has one prior violation of this rules, which an administrative fine of $500 was issued.[1]

This case was presented before the Commission at the October 6, 2022 with a fine of $250. The Commission did not accept the consent order and recommended a fine of $1,000.

[1] In the prior case, Respondent allowed a cashier to work for 5 months without a valid license. In this case, the employee's license expired 7 days prior.

Analysis

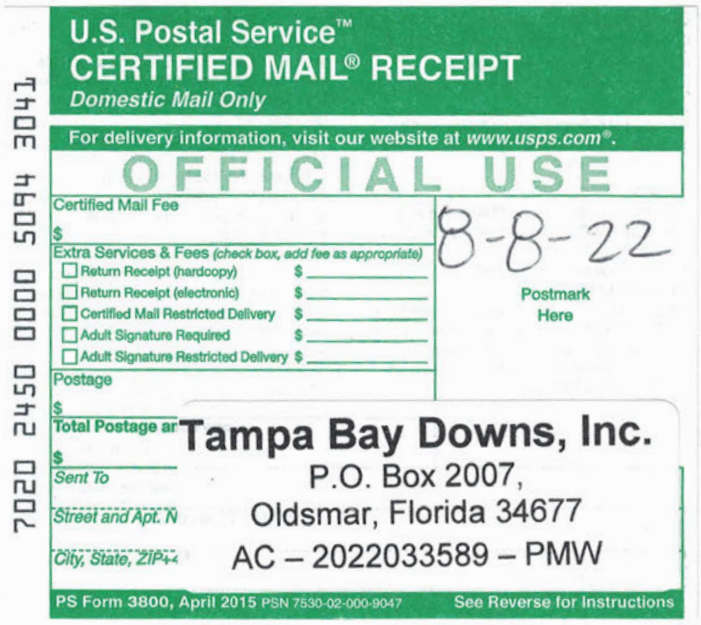
The Commission may resolve matters informally through a negotiated settlement.[2] The Commission has the authority to impose an administrative fine of $1,000.00 for each violation of section 849.086, Florida Statutes, or any rules adopted pursuant to that section.[3] Mitigation may be taken into consideration when imposing an administrative fine.

Section 849.086(6)(c), Florida Statutes, provides,"[n]o licensed cardroom operator may employ or allow to work in a cardroom any person unless such person holds a valid occupational license."

Because Respondent allowed a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering Occupational license, it is subject to an administrative fine not to exceed $1000.00.

Note: Respondent's counsel has asked to present at the meeting to provide mitigation to the Commission.

[2] *See* § 120.57(4), Fla. Stat. ("Unless precluded by law, informal disposition may be made of any proceeding by stipulation, agreed settlement, or consent order.")
[3] § 849.086(14)(c), Fla. Stat.



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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

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City, State, ZIP+4

8-8-22

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Tampa Bay Downs, Inc.
P.O. Box 2007,
Oldsmar, Florida 34677
AC – 2022033589 – PMW

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0000 5094 3041

FILED
Florida Gaming Control Commission
Office of the Agency Clerk
Clerk Donna Fleming
Date 8/4/2022

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.: 2022-033589

TAMPA BAY DOWNS, INC,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Tampa Bay Downs, Inc. ("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 and Cardroom permit and license, number 320-1002, issued by Petitioner.

3. On or about July 12, 2022, Respondent allowed a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering license.

4. Section 849.086(6)(c), Florida Statutes, states"[n]o licensed cardroom operator may employ or allow to work in a cardroom any person unless such person holds a valid occupational license."

5. Based on the foregoing, Respondent violated Section 849.086(6)(c), Florida Statutes, by allowing a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering license

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-033589 is signed this 2nd day of August, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**08/02/2022**
Complaint #	**2022033589**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**TAMPA BAY DOWNS, INC.**	Responsible	**rsamson - SAMSON, RANDA**		**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	**07/05/2022**
Region	**CR - Central Region**	Received	**07/12/2022**
Reference	**FS 849.086**		
Entered	**07/12/2022**	Entered By	**icampbell**
Summary	**320 - Tampa Bay Downs, Inc. - Cardrooms Authorized: On July 12, 2022, during a routine bi-weekly cardroom inspection at Tampa Bay Downs, it was discovered that ROSEANNA HAILEY POLSON (PMW LIC#10760362) (EXP 6/30/2021), a licensed massage therapist was allowed to work on the cardroom floor without a current valid PMW license.**		
Updated	**08/02/2022 11:02:14**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

21 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: 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	**CENTRAL**	**JULY 12, 2022**	**2022 03 3589**

Respondent:	Complainant:
TAMPA BAY DOWNS, INC. **P.O. Box 2007,** **OLDSMAR, FL 34677** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL. - 954-202-3900**

License # and Type:	Profession:	Report Date:
320 / 1002	**PERMIT HOLDER**	**JULY 20, 2022**

Period of Investigation:	Type of Report:
JULY 12, 2022 – JULY 20, 2022	**FINAL**

Alleged Violation: **FS 849.086 Cardrooms authorized.**
(6) BUSINESS AND EMPLOYEE OCCUPATIONAL LICENSE REQUIRED; APPLICATION; FEES.

(c) No licensed cardroom operator may employ or allow to work in a cardroom any person unless such person holds a valid occupational license. No licensed cardroom operator may contract, or otherwise do business with, a business required to hold a valid cardroom business occupational license, unless the business holds such a valid license.

F.A.C. 61D-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 July 12, 2022, during a routine bi-weekly cardroom inspection at Tampa Bay Downs, it was discovered that ROSEANNA HAILEY **POLSON (PMW LIC#10760362) (EXP 6/30/2021),** a licensed massage therapist was allowed to work on the cardroom floor without a current valid PMW license.

Related Case:
Case # 2022 00 0253

Investigator / Date	Investigator Supervisor / Date
/s/ Randa Samson Randa Samson / July 20, 2022	/s/ C. Derek Washington C. Derek Washington / July 27, 2022

Chief of Investigations / Date
/s/ Steven E. Kogan
Steven Kogan / August 2, 2022

CONTINUATION

On July 12, 2022, at approximately 11:57 AM, I conducted a routine bi-weekly cardroom inspection at **TAMPA BAY DOWNS.** During my inspection**,** while in the security office, I observed an expired license belonging to ROSEANNA HAILEY **POLSON (PMW LIC#10760362),** a massage therapist, on the counter with a note of termination due to drunk and disorderly conduct. **(EXHIBIT #1)**. I asked Poker Room Manager **ROBERT J. DELLACAMERA (PMW LIC# 7852105)** when the last day **POLSON** worked, and **DELLACAMERA** replied last Thursday (July 7, 2022). Upon checking **POLSON's** license in the Versa Regulation database, I discovered that her PMW license had expired on 6/30/2021.

I then informed the Poker Room Manager **ROBERT J. DELLACAMERA (PMW LIC# 7852105)** of the violation. **DELLACAMERA** stated he didn't realize he was responsible for confirming if the massage therapist had a valid gaming license.

Evidence of **POLSON'S** hours worked from July 1, 2022, thru July 7, 2022, while unlicensed was obtained via email from LINDSEY **IWANOFF-GOMOLAK (PMW LIC#8193084),** Owner of Amenity Pro, LLC **(EXHIBIT #3 & #4).**

IWANOFF-GOMOLAK stated in her email that **POLSON** worked two shifts, one on July 5th from 3:00 PM to 11:00 PM and the second on July 7th from 7:14 PM to 11:00 PM, in the cardroom at **TAMPA BAY DOWNS.** She further stated that this is an estimate because the manager did not document the exact time **POLSON** ended her shift. **(EXHIBIT #3 & #4)**

On July 19, 2022, I spoke with **IWANOFF-GOMOLAK** via cell phone. **IWANOFF-GOMOLAK** stated that **POLSON** was a 1099 Independent Contractor, who does not clock in and out but has been working for Amenity Pro, LLC., on and off for five years. **(EXHIBIT #4)**

Upon further review of the Versa Regulation Enforcement database, it indicates that **POLSON** is still not currently licensed, and **TAMPA BAY DOWNS h**as one prior violation for this specific regulation (Refer to Case # 2022 00 0253). **(EXHIBIT #5)**

TAMPA BAY DOWNS violated the above-cited Statute and Rule by allowing a massage therapist to work in the cardroom without a valid PMW License.

Status: Investigation case closed, and the case referred to Legal for review.

FGCC INVESTIGATIVE REPORT **CASE NUMBER: 2022 03 3589**

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3. E-MAIL #1……...…….……1-2
4. E-MAIL #2……..…….……..1-3
5. Prior case ……1-3

.

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **icampbell**

Licen e

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expire On **06/30/2023**

File # **40** Name **TAMPA BAY DOWNS, INC.** Extended To

Licen e # **320** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **320** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Address

Street # Street **POST OFFICE BOX 2007**

Line 2

Line 3

City **OLDSMAR** State **FL** Zip **34677**

Routing

Other

1st License Date **03/23/2022** Rank Date **03/23/2022** Certificate #

Method **I-S-1020** Status Date **07/14/2008** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
L	320 - Tampa Bay Downs	01/09/2004	

Alt Keys

BEST LIC NBR **320**

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EXHIBIT #1
PAGE 1/1

Domain **100 - Division of Pari-Mutuel Wagering**

Logged in as: **jqatato**

VR Home > License Search > **License Home**

Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1012 - Cardroom Employee Occupational** Expires On **06/30/2021**

File # **8711** Name **POLSON, HAILEY ROSEANNA** Extended To

License # **10760362** Rank **CEMP - Cardroom Employee Occupational** Renewed On

Entity # **10760362** Lic Status **Lic Expired**

Address

Street # **13518** Street **CAPITOL DRIVE**

Line 2

Line 3

City **TAMPA** State **FL** Zip **33613**

Routing

Other

1st License Date **07/17/2018** Rank Date **07/17/2018** Certificate #

Method **I-S-1024** Status Date **07/01/2022** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	HOST - Host/Hostess	07/17/2018	
I	TBRD - Thoroughbred	06/15/2018	
L	320 - Tampa Bay Downs	05/06/2015	
Y	3YR - 3 Year License	05/06/2015	

Alt Keys

BEST LIC NBR **10760362**

EXHIBIT #2
PAGE 1/1

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Samson, Randa

From: Lindsey Iwanoff <Lindsey@amenitypro.com>
Sent: Tuesday, July 12, 2022 1:24 PM
To: Samson, Randa
Cc: Jennifer Lutsi; Morgan Moore
Subject: DBPR License Update

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Randa,

Below I have listed the requested information that I spoke with Vinny about from the Tamp Bay Downs room. Hailey worked 2 days listed below. Trish has a current DBPR.

Hailey Polson- Is no longer with us.

July 5th
3p-11p This is estimated as the manger that signs them out did not put a clear time when she left.

July 7th
7:14p-11 This is estimated as the manger that signs them out did not put a time when she left.

Trish (Patricia) Elian has an updated DBPR (Pictured below)

EXHIBIT #3
PAGE 1/2

Thank you and please let me know if there is anything I can do now or in the future.

Lindsey Iwanoff
Amenity Pro
Owner
727-224-9378
Lindsey@amenitypro.com

This e-mail may contain trade secrets or privileged, undisclosed, or otherwise confidential information. If you have received this e-mail in error, you are hereby notified that any review, copying, or distribution of it is strictly prohibited. Please inform us immediately and destroy the original transmittal. Thank you for your cooperation.

EXHIBIT #3
PAGE 2/2

Samson, Randa

From: Lindsey iwanoff <lindsey@amenitypro.com>
Sent: Monday, July 18, 2022 7:30 PM
To: Samson, Randa
Subject: Re: DBPR License Update

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Randa,

Hailey is a 1099 Independent Contractor so she does not clock in and clock out on a card stamp. The two days she worked is estimated from when she gets there and when she leaves. I can call you tomorrow to discuss further to help in any way I can.

July 5th

3p-11p This is estimated as the manger that signs them out did not put a clear time when she left.

July 7th

7:14p-11 This is estimated as the manger that signs them out did not put a time when she left.

EXHIBIT #4
PAGE 1/3

Thank you,

Lindsey Iwanoff
727-224-9378

On Jul 18, 2022, at 2:10 PM, Samson, Randa <Randa.Samson@fgcc.fl.gov> wrote:

Good afternoon, How many hours has Hailey Polson worked since 7/1/2021? Her license expired in6/30/2021. I need her total hours she worked unlicensed, Thank You,

Randa M. Samson

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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From: Lindsey Iwanoff [mailto:Lindsey@amenitypro.com]
Sent: Tuesday, July 12, 2022 1:24 PM
To: Samson, Randa
Cc: Jennifer Lutsi; Morgan Moore
Subject: DBPR License Update

[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

Randa,

Below I have listed the requested information that I spoke with Vinny about from the Tamp Bay Downs room. Hailey worked 2 days listed below. Trish has a current DBPR.

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Trish (Patricia) Elian has an updated DBPR (Pictured below)

EXHIBIT #4
PAGE 2/3

Thank you and please let me know if there is anything I can do now or in the future.

Lindsey Iwanoff
Amenity Pro
Owner
[redacted]

This e-mail may contain trade secrets or privileged, undisclosed, or otherwise confidential information. If you have received this e-mail in error, you are hereby notified that any review, copying, or distribution of it is strictly prohibited. Please inform us immediately and destroy the original transmittal. Thank you for your cooperation.

Lic Type	**1002 - Cardroom License**			Status	**20 Under Inve tigation**	Status Date	**07/12/2022**
Complaint #	**2022033589**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**TAMPA BAY DOWNS, INC**	Responsible	**r am on SAMSON, RANDA**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**V-C - Cardroom Violations**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**07/05/2022**
Region	**CR - Central Region**	Received	**07/12/2022**
Reference	**FS 849.086**		
Entered	**07/12/2022**	Entered By	**icampbell**
Summary	**320 - Tampa Bay Downs, Inc. - Cardrooms Authorized: On July 12, 2022, during a routine bi-weekly cardroom inspection at Tampa Bay Downs, it was discovered that ROSEANNA HAILEY POLSON (PMW LIC#10760362) (EXP 6/30/2021), a licensed massage therapist was allowed to work on the cardroom floor without a current valid PMW license.**		
Updated	**07/12/2022 15:12:00**	By	**icampbell**

☐ Partie ☑ Activitie
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ In pection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Note Print Report

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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: July 5 & 7, 2022

☐ PMW ☒ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: TAMPA BAY DOWNS **LIC #:** 320

RESPONDENT

NAME: Tampa Bay Downs		
Address: P.O. Box 2007 Oldsmar, FL. 34677		Tel [redacted]
LIC #: 320	**LIC TYPE:** 1002	**OCCUPATION:** Permit Holder

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): FS 849.086 Cardrooms authorized.
(6) BUSINESS AND EMPLOYEE OCCUPATIONAL LICENSE REQUIRED; APPLICATION; FEES.

(c) No licensed cardroom operator may employ or allow to work in a cardroom any person unless such person holds a valid occupational license. No licensed cardroom operator may contract, or otherwise do business with, a business required to hold a valid cardroom business occupational license, unless the business holds such a valid license.

F.A.C. 61D-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.

DESCRIPTION: On July 12, 2022, during a routine bi-weekly cardroom inspection at Tampa Bay Downs, it was discovered that ROSEANNA HAILEY **POLSON (PMW LIC#10760362) (EXP 6/30/2021),** a licensed massage therapist was allowed to work on the cardroom floor without a current valid PMW license.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Randa Samson	Randa Samson	July 12, 2022
(Print Name)	(Signature)	(Date)

Campbell, Ian

From: Washington, Derek
Sent: Tuesday, July 12, 2022 2:30 PM
To: Campbell, Ian
Cc: Muniz, Luz
Subject: OCR TAMPA BAY DOWNS 7.12.2022
Attachments: OCR TAMPA BAY DOWNS 7.12.2022.docx

Hello Ian,
Attached is an OCR for a cardroom violation, please assign to Randa.

Thanks
Derek

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **icampbell**

Licen e

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expire On **06/30/2023**

File # **40** Name **TAMPA BAY DOWNS, INC.** Extended To

Licen e # **320** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **320** Lic Status **Current**

Licensee | Hi tory | Notes | Notes History | Back

Address

Street # Street **POST OFFICE BOX 2007**

Line 2

Line 3

City **OLDSMAR** State **FL** Zip **34677**

Routing

Other

1st License Date **03/23/2022** Rank Date **03/23/2022** Certificate #

Method **I-S-1020** Status Date **07/14/2008** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
L	320 - Tampa Bay Downs	01/09/2004	

Alt Keys

BEST LIC NBR **320**

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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.: 2022-033589

TAMPA BAY DOWNS, INC,,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Tampa Bay Downs, Inc. ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Pari-Mutuel Wagering and Cardroom permit and license, number 320-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-033589, alleging that on July 12, 2022, Respondent was in violation of Section 849.086(6)(c), Florida Statutes, by allowing a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering license.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **TWO HUNDRED FIFTY DOLLARS ($250.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-**

Mutuel Wagering (NO PERSONAL CHECKS). Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

11. Respondent must mail this Consent Order and the payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-033589 on the face of the payment.

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

15. This Consent Order may be signed in counterparts, and copies shall be treated as original.

16. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, **TAMPA BAY DOWNS, INC,,** requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 11 day of August, 2022.

TAMPA BAY DOWNS, INC,, Respondent

Signed on behalf of Tampa Bay Downs, Inc. by:

Gregory Gelyon
Printed Name

VP Finance
Title

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of August, 2022, by Gregory Gelyon, who is personally known to me or who produced the following as identification: —

Linda Notarangelo
Notary Public

My commission expires:

LINDA NOTARANGELO
Notary Public - State of Florida
Commission # HH 018910
My Comm. Expires Sep 5, 2024
Bonded through National Notary Assn.

APPROVED this 21 day of September, 2022.

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this ____ day of _____, 2022, that a true copy of the foregoing has been furnished by U.S. mail to:

Tampa Bay Downs, Inc.
P.O. Box 2007,
Oldsmar, Florida 34677

AGENCY CLERK'S OFFICE
Florida Gaming Control Commission

CC: Ebonie Lanier

FILED
Florida Gaming Control Commission
Office of the Agency Clerk
Clerk Donna Fleming
Date 8/4/2022

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.: 2022-033589

TAMPA BAY DOWNS, INC,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Tampa Bay Downs, Inc. ("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 and Cardroom permit and license, number 320-1002, issued by Petitioner.

3. On or about July 12, 2022, Respondent allowed a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering license.

4. Section 849.086(6)(c), Florida Statutes, states"[n]o licensed cardroom operator may employ or allow to work in a cardroom any person unless such person holds a valid occupational license."

5. Based on the foregoing, Respondent violated Section 849.086(6)(c), Florida Statutes, by allowing a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering license

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-033589 is signed this 2nd day of August, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

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.: 2022-033589

TAMPA BAY DOWNS, INC.,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Tampa Bay Downs, Inc. ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Cardroom permit and license, number 320-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-033589, alleging that on July 12, 2022, Respondent was in violation of Section 849.086(6)(c), Florida Statutes, by allowing a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering license.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **FIVE HUNDRED DOLLARS ($500.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-**

Mutuel Wagering (NO PERSONAL CHECKS). Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

11. Respondent must mail this Consent Order and the payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-033589 on the face of the payment.

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

15. This Consent Order may be signed in counterparts, and copies shall be treated as original.

16. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

17. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, **TAMPA BAY DOWNS, INC.** requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 8 day of November, 2022.

TAMPA BAY DOWNS, INC. Respondent

Signed on behalf of Tampa Bay Downs, Inc. by:

Gregory Gelyn
Printed Name

VP Finance
Title

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 8 day of November, 2022, by Gregory Gelyn, ~~who is personally~~ known to me or who produced the following as identification: _____

Carla E. Perez
Notary Public

Notary Public State of Florida
Carla E. Perez
My Commission
HH 258781
Exp. 6/5/2026

My commission expires: 6/5/2026

APPROVED this 21 day of November, 2022.

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
Florida Gaming Control Commission
Office of the Agency Clerk
Clerk Donna Fleming
Date 8/4/2022

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.: 2022-033589

TAMPA BAY DOWNS, INC,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Tampa Bay Downs, Inc. ("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 and Cardroom permit and license, number 320-1002, issued by Petitioner.

3. On or about July 12, 2022, Respondent allowed a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering license.

4. Section 849.086(6)(c), Florida Statutes, states"[n]o licensed cardroom operator may employ or allow to work in a cardroom any person unless such person holds a valid occupational license."

5. Based on the foregoing, Respondent violated Section 849.086(6)(c), Florida Statutes, by allowing a massage therapist to work on the cardroom floor without a current Pari-Mutuel Wagering license

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-033589 is signed this 2nd day of August, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. TBD Entertainment, LLC Case Number 2022-035114; Consent Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by TBD Entertainment, LLC ("Respondent") to resolve Case No. 2022-035114 Pursuant to the terms of the proposed order, Respondent would be issued a written warning for violating rule 61D-11.016(6), Florida Administrative Code.

Background

On or about July 20, 2022, it was discovered that Respondent had fifteen cardroom tables in operation. Upon review of Respondent's cardroom operating license for the 2022-2023 fiscal year, Respondent was authorized to operate fourteen cardroom tables. Respondent has no prior violations of rule 61D-11.016(6), Florida Administrative Code.

The Division presented this issue at the November 3, 2022 Commission meeting as a default final order. It was agreed that settlement negotiations would continue with Respondent's counsel.

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 849.086, Florida Statutes, or any rules adopted pursuant to that section.[1] Mitigation may be taken into consideration when imposing an administrative fine. Respondent has amended their number of operating cardroom since this violation.

[1] § 849.086(14)(c), Fla. Stat.

Rule 61D-11.016(6) Florida Administrative Code, provides that "[a]t no time may a cardroom contain more tables than that for which the cardroom operator has been licensed."

Because Respondent had fifteen cardroom tables in operation when it was only authorized to have fourteen, it is subject to an administrative fine of up to $1000.

Staff Recommendation: The Florida Gaming Control Commission should adopt the settlement and consent order in cased number 2022-035114.

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.: 2022-035114

TBD ENTERTAINMENT, LLC,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and TBD Entertainment, LLC ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a held a Cardroom permit and license, number 140-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-035114, alleging that on July 20, 2022, it was discovered that Respondent was in violation of Rule 61D-11.016(6), Florida Administrative Code, by operating more cardroom tables than Respondent had been licensed to operate.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. WARNING: The Parties agree that Respondent will be issued a **WRITTEN WARNING**. The Written Warning is not appealable and may be considered in aggravation of any future disciplinary proceedings against Respondent. Future violation of Chapters 550, 849, or 551, Florida Statutes may result in fines and/or suspension of Respondent's License.

11. Respondent execute and mail this Consent Order to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.**

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

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16. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

17. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

WHEREFORE, **TBD ENTERTAINMENT, LLC**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 8 day of November, 2022.

TBD ENTERTAINMENT, LLC, Respondent

Signed on behalf of TBD Entertainment, LLC by:

Gregory Gelyon
Printed Name

VP Finance
Title

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 8 day of November, 2022, by Gregory Gelyon, who is personally known to me or who produced the following as identification: _____

Carla E. Perez
Notary Public

Notary Public State of Florida
Carla E. Perez
My Commission
HH 258781
Exp. 6/5/2026

My commission expires: 6/5/2026

APPROVED this 14 day of November, 2022.

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
Florida Gaming Control Commission
Office of the Agency Clerk
Clerk Donna Fleming
Date 8/22/2022

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.: 2022-035114

TBD ENTERTAINMENT, LLC,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against TBD Entertainment, LLC ("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 and Cardroom permit and license, number 140-1002, issued by Petitioner.

3. On or about July 20, 2022, it was discovered that Respondent had fifteen cardroom tables in operation.

4. Upon review of Respondent's cardroom operating license for the 2022-2023 fiscal year, Respondent was authorized to operate fourteen cardroom tables.

5. Rule 61D-11.016(6), Florida Administrative Code, provides that "[a]t no time may a cardroom contain more tables than that for which the cardroom operator has been licensed."

6. Based on the foregoing, Respondent violated Rule 61D-11.016(6), Florida Administrative Code, by operating more cardroom tables than Respondent had been licensed to operate.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-035114 is signed this 17th day of August, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

FILED
Florida Gaming Control Commission
Office of the Agency Clerk
Clerk Donna Fleming
Date 8/22/2022

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.: 2022-035114

TBD ENTERTAINMENT, LLC,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against TBD Entertainment, LLC ("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 and Cardroom permit and license, number 140-1002, issued by Petitioner.

3. On or about July 20, 2022, it was discovered that Respondent had fifteen cardroom tables in operation.

4. Upon review of Respondent's cardroom operating license for the 2022-2023 fiscal year, Respondent was authorized to operate fourteen cardroom tables.

5. Rule 61D-11.016(6), Florida Administrative Code, provides that "[a]t no time may a cardroom contain more tables than that for which the cardroom operator has been licensed."

6. Based on the foregoing, Respondent violated Rule 61D-11.016(6), Florida Administrative Code, by operating more cardroom tables than Respondent had been licensed to operate.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-035114 is signed this 17th day of August, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type **1002 - Cardroom License** Status **90 Closed** Status Date **08/11/2022**

Complaint # **2022035114** Case Type **CMP - Complaint** Disposition Disposition Date

Docket# Respondent **TBD ENTERTAINMENT, LLC** Responsible **rsamson - SAMSON, RANDA** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source **INTN - Internal** Security Level **1**

Form **INTR - Internal** Priority

Cla 'n **V-C - Cardroom Violations** Complexity **R Regular**

Security **STND - Standard** Incident

Region **CR - Central Region** Received **07/20/2021**

Reference **61D-11.007(2-3) / 61D-11.016(6**

Entered **07/20/2022** Entered By **lmuniz**

Summary **140-TBD Entertainment, LLC -------- / ------- . Cardroom Operator License & Card and Domino Tables: On July 20, 2022 during a scheduled floor plan inspection it was discovered that Tampa Greyhound Track had fifteen (15) tables on their cardroom floor and floor plan which were in operation. However they were only licensed to have fourteen (14) tables in operation.**

Updated **08/12/2022 08:53:41** By **icampbell**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**JULY 20, 2022**	**2022 03 5114**

Respondent:	Complainant:
TBD ENTERTAINMENT, LLC. **P.O. BOX 8096** **TAMPA, FL. 33674-8096** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
140 / 1002	**PERMIT HOLDER**	**AUGUST 5, 2022**

Period of Investigation:	Type of Report:
JULY 20, 2022 – AUGUST 5, 2022	**FINAL**

Alleged Violation:

61D-11.007 Cardroom Operator License.

(3) No license application, amendment to an application, or amendment to request additional cardroom tables shall be effective until the division has received payment of cardroom table fees, inspected and approved the surveillance requirements for compliance with Rule 61D-11.025, F.A.C., and the division has issued a license or amended license to operate a cardroom.

61D-11.016 Card and Domino Tables:

(6) At no time may a cardroom contain more tables than that for which the cardroom operator has been licensed.

Synopsis: On July 20, 2022, during a scheduled floor plan inspection at **TAMPA GREYHOUND TRACK**, I discovered that the facility had fifteen (15) tables in operation. A check of their Cardroom License for the 22/23 fiscal year showed Tampa Greyhound Track licensed to operate fourteen (14) tables.

Related Case(s):

Investigator / Date	Investigator Supervisor / Date
/s/ Randa Samson Randa Samson / AUGUST 5, 2022	/s/ C. Derek Washington C. Derek Washington / August 9, 2022

Chief of Investigations / Date

Steven E. Kogan / August 11, 2022

On July 20, 2022, during a scheduled floor plan inspection at Tampa Greyhound Track, I discovered that the facility had fifteen (15) tables in operation. A check of their Cardroom License for the 22/23 fiscal year showed Tampa Greyhound Track licensed to operate fourteen (14) tables. **(EXHIBIT #2)**

The violation was brought to Poker Room Manager Jacob Darrell **MAST** (PMW LIC #7050031). **MAST** stated it was an honest mistake, and he thought when he amended his 21/22 license, which included 15 tables, that all the tables would roll over into the 22/23 license.

On July 5, 2022, the Division received the amended application, and payment for three additional tables was received on July 20, 2022. **(EXHIBIT #3)**

On July 27, 2022, **TAMPA GREYHOUND TRACK's** cardroom license was amended, allowing the facility to operate 17 tables. **(EXHIBIT #3)**

TBD ENTERTAINMENT, LLC. (TAMPA GREYHOUND TRACK) is in violation of F.A.C. Rule 61D-11.007 (3) and 61D-11.016 (6) because they contain more tables than that for which the cardroom operator had been licensed.

A review of the Versa Regulation Enforcement database showed no previous violations against **TBD ENTERTAINMENT, LLC. (TAMPA GREYHOUND TRACK)** for these specific F.A.C. Rule 61D-11.007 (3) and 61D-11.016 (6).

Case Status: Investigation case closed and case referred to Legal for review

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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 **10 - Division of Pari-Mutuel Wagering** Logged in as: **lmuniz**

VR Home > License Search > **License Home**

Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **27** Name **TBD ENTERTAINMENT, LLC** Extended To

License # **140** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **140** Lic Status **Current**

Address

Street # Street **P O BOX 8096**

Line 2

Line 3

City **TAMPA** State **FL** Zip **33674-8096**

Routing

Other

1st License Date **03/15/2022** Rank Date **07/15/2022** Certificate #

Method **I-S-1020** Status Date **06/24/2002** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
L	140 - Assoicated Outdoor Clubs Inc	04/09/2004	

Alt Keys

BEST LIC NBR **CLI140**

Get Adobe Reader.

EXHIBIT #1
PAGE 1/1

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

License Number: CR140
Permit Type: GHND
Permit County: Hillsborough

LICENSE TO OPERATE A CARDROOM

For:

TBD Entertainment, LLC
D/B/A TGT Poker & Racebook and/or Lucky's Card Room

Licensed to Operate, At the Pari-Mutuel Facility, Located At:

755 East Waters Avenue
Tampa, FL 33604
Hillsborough County

Valid From: July 1, 2022
Expires On: June 30, 2023
Licensed to Operate: 14 Tables

Issued and dated, this 15 day of March, 2022.

By _____
Louis Trombetta, Director
Division of Pari-Mutuel Wagering

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

This license is issued in accordance with the Florida Pari-Mutuel Wagering Act, Section 849.086, Fla. Stat., and the rules promulgated thereunder. This license is to be operated at the location of a pari-mutuel permit and is subject to any and all laws of the State of Florida.

EXHIBIT #2
PHOTO 1/1

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

License Number: CR140
Permit Type: GHND
Permit County: Hillsborough
Amendment: 1

EXHIBIT #3
PAGE 1/17

LICENSE TO OPERATE A CARDROOM

For:

TBD Entertainment, LLC

D/B/A TGT Poker & Racebook and/or Lucky's Card Room

Licensed to Operate, At the Pari-Mutuel Facility, Located At:

755 East Waters Avenue
Tampa, FL 33604
Hillsborough County

Valid From: July 1, 2022
Expires On: June 30, 2023
Licensed to Operate: 17 Tables

Issued and dated, this 27th day of July, 2022.

By _____
Louis Trombetta, Executive Director
Florida Gaming Control Commission

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

This license is issued in accordance with the Florida Pari-Mutuel Wagering Act, Section 849.086, Fla. Stat., and the rules promulgated thereunder. This license is to be operated at the location of a pari-mutuel permit and is subject to any and all laws of the State of Florida.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

IN RE: TBD ENTERTAINMENT, LLC
AMENDED APPLICATION FOR A
CARDROOM LICENSE

FGCC CASE No. 2022-035298

FINAL ORDER APPROVING AMENDMENT TO CARDROOM LICENSE

Pursuant to the provisions of section 849.086, Florida Statutes, and the rules promulgated thereunder, the Florida Gaming Control Commission ("Commission"), is responsible for the investigation and prior approval of applications and amendments to applications for cardrooms; and

TBD Entertainment, LLC d/b/a TGT Poker & Racebook and/or Lucky's Card Room ("TBD") possesses a greyhound permit. TBD has been issued two licenses for the 2022-2023 Fiscal Year: 1) a pari-mutuel operating license; and 2) a cardroom license. TBD is currently licensed to operate 14 card tables and is requesting to amend its license to add 3 more to its cardroom. TBD has paid the $3,000 license fee associated with the additional tables.

The Commission has received and reviewed the pertinent records and supporting documentation concerning TBD's amended application for a cardroom license and after proper consideration thereof,

NOW, THEREFORE, be it known that:

Pursuant to the requirements of section 849.086, Florida Statutes, the Commission hereby approves this amendment to TBD Entertainment, LLC's cardroom license.

It is so ordered.
MACIVER, Chair, YAWORSKI, Vice-Chair, and BROWN, DRAGO, and D'AQUILA, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on July, 27th, 2022.

AGENCY CLERK'S OFFICE
Florida Gaming Control Commission

EXHIBIT #3
PAGE 2/17

State of Florida
Department of Business and Professional Regulation
Chronology Report

EXHIBIT #3
PAGE 3/17

Case #: 2022035298 **Incident date:** 07/05/2022 **Status:** 10 - Initial Review

Lic Type: 1002 **Disposition:**

Case Type: Complaint

Responsible: ljelks - JELKS, LA'KESHA

Complainant: TBD ENTERTAINMENT, LLC

P O BOX 8096, TAMPA, FL 33674-8096

Respondent: FGCC, PARI-MUTUEL WAGERING

2601 BLAIR STONE ROAD, TALLAHASSEE, FL 32399

Summary: PERMITHOLDER: TBD Entertainment, LLC (#140) FISCAL YEAR: 2022/2023

DATE RECEIVED: July 5, 2022
DATE PROCESSED: July 14, 2022
REVIEWER"S NAME: La'Kesha Jelks
CHANGE REQUESTED: Adding three (3) tables for a total of seventeen (17).

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/21/2022	R		ljelks	JELKS, LA'KESHA	jpouncey	
07/21/2022	S	1002	10	Initial Review	jpouncey	

EXHIBIT #3
PAGE 4/17

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Re:	Operator's Request to add Card Tables
Date:	July 20, 2022

Executive Summary

A cardroom operator is seeking permission to add additional card tables to its poker room. The Commission should approve this request.

Background

TBD Entertainment, LLC d/b/a TGT Poker & Racebook and/or Lucky's Card Room ("TBD") possesses a greyhound permit. TBD has been issued two licenses for the 2022-2023 Fiscal Year: 1) a pari-mutuel operating license; and 2) a cardroom license.[1] TBD is currently licensed to operate 14 card tables and is requesting permission to add 3 more to its cardroom. TBD has paid the $3,000 license fee associated with the additional tables.[2]

Analysis

Aside from the $1,000-per-card-table license fee, there is no other applicable restriction[3] to the number of card tables that TBD can add to its cardroom. Since TBD has paid the additional $3,000 license fee, TBD should be authorized to add additional card tables to its cardroom.

Recommendation: The Florida Gaming Control Commission should approve TBD Entertainment, LLC d/b/a TGT Poker & Racebook and/or Lucky's Card Room's request to add additional card tables to its cardroom.

EXHIBIT #3
PAGE 5/17

[1] *See generally* § 849.086, Fla. Stat.

[2] The annual cardroom license fee costs $1,000 for each table in the cardroom. § 849.086(5)(e), Fla. Stat.

[3] There is no indication that TBD is seeking to change the number of card tables for the play of poker games in a designated player method. *See* §§ 849.086(7)(h)2. & 4., Fla. Stat. (restricting the number of tables for the play of poker games in a designated player manner).

PERMITHOLDER LICENSE CHANGE REQUEST CHECKLIST

PERMITHOLDER: TBD Entertainment, LLC (#140) **FISCAL YEAR:** 2022/2023

DATE RECEIVED: July 5, 2022

DATE PROCESSED: July 14, 2022

REVIEWER"S NAME: La'Kesha Jelks

CHANGE REQUESTED: Adding three (3) tables for a total of seventeen (17).

Requirement	Met? Y/N	Deficiency Sent	Resolved
Original application form DBPR PMW 3160.	Y		
Payment for additional tables	Y	7/15/2022	7/20/2022
Floor Plan	Y	7/15/2022	7/15/2022

CONTACT FROM OTHER FACILITIES WITHIN FIFTY (50) MILES:	CONTACTED? NO	YES	DATE	OBJECTED? NO	YES	DATE
NONE						

PMW / CARDROOM LICENSE FORWARDED TO THE FOLLOWING FOR FINAL REVIEW:

REVENUE SECTION	☐	REVIEWED	INITIALS:		DATE:
PERMIT ADMIN	☑	REVIEWED	INITIALS: JP		DATE: 7-20-22
OPERATIONS REVIEW SP	☐	REVIEWED	INITIALS:		DATE:

DISTRIBUTION OF PMW AND CARDROOM (If applicable) LICENSE(S):

PARI-MUTUEL LICENSE

General Manager (Original)
Office of Auditing
Licensing Administrator (with all paperwork)
Regional Manager
Director's MRS
Office of Investigations
Office of Revenue & Financial Analysis
Chief Inspector
U of FL Laboratory
Florida Greyhound Association (Greyhound Tracks Only)

CARDROOM LICENSE

General Manager (Original)
Office of Auditing
Licensing Administrator (with all paperwork)
Chief Inspector
Office of Investigations
Office of Revenue & Financial Analysis
Regional Manager
Director's MRS

EXHIBIT #3
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Jelks, La'Kesha

From: Jelks, La'Kesha
Sent: Friday, July 15, 2022 11:33 AM
To: 'poker@luckyscards.com'
Subject: RE: TGT poker

Categories: Amendment

Greetings,

Just checking in to see if you have submitted the tables fees and updated floor plan. If you would like to be on the agenda for the July 27th meeting, I will need the fee no later than July 20th.

Once the Committee approves the request and I have the floor plan, Randa can come out to complete the inspection.

Let me know what decide.

Best,

La'Kesha Jelks

La'Kesha Jelks
Operations Review Specialist
Florida Gaming Control Commission
Pari-Mutuel Wagering
Phone: (850) 717-1095

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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

From: Pouncey, Jamie
Sent: Tuesday, July 5, 2022 8:53 AM
To: Jelks, La'Kesha
Subject: FW: TGT poker

Jamie Pouncey
850.717.1073
Florida Gaming Control Commission
Important: Confidentiality & Public Records Statement

From: poker@luckyscards.com [mailto:poker@luckyscards.com]
Sent: Monday, July 4, 2022 12:52 PM
To: Pouncey, Jamie
Subject: FW: TGT poker

EXHIBIT #3
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[NOTICE] This message comes from a system outside of DBPR. Please exercise caution when clicking on links and/or providing sensitive information. If you have concerns, please contact your Knowledge Champion or the DBPR Helpdesk.

From: poker@luckyscards.com <poker@luckyscards.com>
Sent: Monday, July 04, 2022 12:49 PM
To: 'Jelks, La'Kesha' <La'Kesha.Jelks@myfloridalicense.com>
Subject: TGT poker

Im looking to add an additional table. I will be submitting floorplan and payment soon. Thanks
Jacob Mast

EXHIBIT #3
PAGE 8/17

DBPR PMW-3160 – Permitholder Application for Annual License to Operate a Cardroom

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

www.myfloridalicense.com

INSTRUCTIONS
This form is to be submitted in conjunction with Form DBPR PMW-3220. Form DBPR PMW-3220 must be submitted with all pertinent cardroom operation information.

ORGANIZATION INFORMATION		
Federal Employer ID Numbe[redacted]		
Permitholder's Legal Name: TBD Entertainment LLC		
Doing Business As (D/B/A) Name: TGT Poker & Racebook		
MAILING ADDRESS		
Street Address or P.O. Box: PO BOX 2007		
City: Oldsmar	State: Fl	Zip Code (+4 optional): 34677
County (if Florida address): Hillsborough	Country: USA	
CONTACT INFORMATION		
Contact Name: Greg Gelyon		
Primary Phone Number: [redacted]	Primary E-Mail Address: [redacted]	
PHYSICAL ADDRESS		
Street Address: 755 E Waters Ave		
City: Tampa	State: FL	Zip Code (+4 optional): 33604
County: Hillsborough		

ADDITIONAL CONTACT INFORMATION (OPTIONAL)	
Alternate Phone Number:	Fax Number:
Alternate E-Mail Address:	

EXHIBIT #3
PAGE 9/17

CARDROOM INFORMATION
Physical Location of Cardroom: 2nd Floor Clubhouse
What is the maximum number of card tables you intend to operate during the license period? 17 A check or money order made payable to DBPR for the table fees ($1,000 per table) must be submitted with this application.
Name of cardroom manager or cardroom management company: Jacob Mast
Cardroom manager or cardroom management company license number: 7050031
Type of participation fee charged to players: Rake - Ante ❑ Seat Charge ❑ Both ■

Additional documentation requirements:

1) Attach a list of card games to be offered to your patrons.
2) As specified in s. 849.086(9), Florida Statutes, provide evidence that there is in force a surety bond in the amount of $50,000, payable to the state, or evidence that the pari-mutuel bond has been expanded to include cardroom operations.
3) Attach Form DBPR PMW-3220, List of Cardroom Business Occupational Licensees Providing Products and Services to a Cardroom, with whom you intend to do business.
4) Attach a copy of your internal controls.
5) If this is your initial cardroom operator license application, attach proof that the county commission in the county where you desire to conduct cardroom gaming has voted to approve such activity within the county.

ATTEST STATEMENT

I hereby certify that every statement contained herein is true and correct and that I understand any misstatement or omission in this application may result in denial or revocation of my pari-mutuel 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.

Signature of Applicant or Applicant's Representative _____

Date 7-12-22

EXHIBIT #3
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TBD Entertainment, LLC Verification
Form 3160

License

Fed Tax #	[redacted]	Lic Type	**1012 - Cardroom Employee Occupational**	Expires On	**06/30/2023**
File #	**1863**	Name	**MAST, JACOB DARRELL**	Extended To	
License #	**7050031**	Rank	**CEMP - Cardroom Employee Occupational**	Renewed On	**06/17/2020**
Entity #	**7050031**	Lic Status	**Current**		

Address

Street # **23907** Street **SAN GIOVANNI DR.**

Line 2

Line 3

City **LAND O' LAKES** State **FL** Zip **34639**

Routing

EXHIBIT #3
PAGE 11/17

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **ljelks**

EXHIBIT #3
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VR Home > Application Search > Transaction Check List > **Transaction Header**

Fed Tax # [redacted]	Name **TBD ENTERTAINMENT, LLC**	Lic Type **1002 - Cardroom License**	
File # **27**	Rank **Cardroom Operating License**	App # **2161**	Trans Class **I - Initial**
License # **140**	Lic Status **Current**	Status **Open**	Sec Class **S - Standard**
Entity # **140**	Expires On **06/30/2023**	Trans Code **1030 - Add Table to Cardroom**	

App Date 07/20/2022 mm/dd/yyyy

Normal Expiration Date **07/21/2023**

Override Expiration Date mm/dd/yyyy

Application Disposition

1st Reminder

2nd Reminder

Total Fee $	**3,000.00**
Paid $	**3,000.00**
Released $	**3,000.00**
Due $	**0.00**
Notes	
Set License Expiry	

Application For

Rank **Cardroom Operating License**

Lic Status

Modifiers

Type | Code | Additional Info | Add

Type	Modifier	Additional Info	Actions
No items found.			

Dpsit History | History | Deficiencies | Regenerate | Notes | Notes History | Cancel | OK

Checklist | Release | Transfer | Approve | Exit

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Jelks, La'Kesha

From: poker@luckyscards.com
Sent: Friday, July 15, 2022 1:20 PM
To: Jelks, La'Kesha
Subject: FW: TBD Entertainment - PMW3160 Application TGT

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Yes it was added in March 22. Our job is to increase revenue for the state through additional tables and rake. When we send amendment to 15 tables this should be going forward that we are continuing to operate 15 tables unless we send an amendment after that to reduce to 14 tables. Unfortunately paperwork is required way in advance and we added the table after the renewal was due. This in no way should keep us from operating the amount of tables that our last application is for.

From: poker@luckyscards.com <poker@luckyscards.com>
Sent: Friday, July 15, 2022 1:05 PM
To: 'Jelks, La'Kesha' <La'Kesha.Jelks@fgcc.fl.gov>
Subject: RE: TBD Entertainment - PMW3160 Application TGT

Yes correct we added it for March 21 and going forward

From: Jelks, La'Kesha <La'Kesha.Jelks@fgcc.fl.gov>
Sent: Friday, July 15, 2022 1:04 PM
To: jdmast@tgtpoker.com; poker@luckyscards.com
Cc: jamie.pouncey@fgcc.fl.gov`
Subject: FW: TBD Entertainment - PMW3160 Application TGT

Hey Jacob,

I found my email asking you to specify which fiscal year you'd like the table to be added; your response is below.

From: Jelks, La'Kesha
Sent: Monday, February 28, 2022 4:08 PM
To: JD Mast
Subject: RE: TBD Entertainment - PMW3160 Application TGT

OK. I'll give it to the Director.

EXHIBIT #3
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From: JD Mast [mailto:JDMast@tgtpoker.com]
Sent: Monday, February 28, 2022 4:06 PM

To: Jelks, La'Kesha
Subject: Re: TBD Entertainment - PMW3160 Application TGT

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21/22

From: Jelks, La'Kesha <La'Kesha.Jelks@myfloridalicense.com>
Sent: Monday, February 28, 2022 3:52 PM
To: JD Mast <JDMast@tgtpoker.com>
Subject: RE: TBD Entertainment - PMW3160 Application TGT

Greetings,

Before I process this request, is it for the 21/22 (June 30th) fiscal year or the 22/23 fiscal year (July 1, 2022 – June 30, 2023)?

Best,

La'Kesha Jelks

La'Kesha Jelks
Cardroom Coordinator
Operations Review Specialist
Division of Pari-Mutuel Wagering
2601 Blair Stone Road Tallahassee, FL 32399-1035
Phone: (850) 717-1095 Fax: (850) 488-0550

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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

From: JD Mast [mailto:JDMast@tgtpoker.com]
Sent: Wednesday, February 23, 2022 1:10 PM
To: Jelks, La'Kesha
Subject: Fw: TBD Entertainment - PMW3160 Application TGT

EXHIBIT #3
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Application for adding an additional table. Check for $1,000 was mailed out today. I will be sending new floor plan for approval in the next few days. Can you please confirm when check is received

Thanks
Jacob Mast

From: Bekki Furlong <bfurlong@tbdgllc.com>
Sent: Wednesday, February 23, 2022 11:27 AM
To: JD Mast <JDMast@tgtpoker.com>
Subject: TBD Entertainment - PMW3160 Application

JD-Here is the scanned PMW3160 Application...

Rebekah J. Furlong
TBD Entertainment, LLC. Dba TGT Poker & Racebook
Human Resources/Accounts Payable
Monday – Friday 9:30am-4:00pm
755 E. Waters Avenue
Tampa, FL 33604
PH: 813-932-4313 X 4
Fax: 813-932-5048
Monday – Friday 9:30am-4:00pm

With enough coffee anything is possible...

EXHIBIT #3
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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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1002 - Cardroom License**			Status	**20 Under Investigation**	Status Date	**07/20/2022**
Complaint #	**2022035114**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**TBD ENTERTAINMENT, LLC**	Responsible	**rsamson - SAMSON, RANDA**		**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	
Region	**CR - Central Region**	Received	**07/20/2021**
Reference	**61D-11.007(2-3) / 61D-11.016(6**		
Entered	**07/20/2022**	Entered By	**lmuniz**
Summary	**140-TBD Entertainment, LLC -------- / ------- . Cardroom Operator License & Card and Domino Tables: On July 20, 2022 during a scheduled floor plan inspection it was discovered that Tampa Greyhound Track had fifteen (15) tables on their cardroom floor and floor plan which were in operation. However they were only licensed to have fourteen (14) tables in operation.**		
Updated	**07/20/2022 16:11:55**	By	**lmuniz**

☐ 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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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: JULY 1-20, 2022

☒ PMW ☐ Cardroom ☐ Slot | ☐ Violation ☒ Incident ☒ Complaint

FACILITY NAME: TBD Entertainment, LLC **LIC #:** 140

RESPONDENT

NAME: TBD Entertainment, LLC		
Address: 755 E Waters Ave, Tampa, FL 33604		**Tel:** [redacted]
LIC #: 140	**LIC TYPE: 1002**	**OCCUPATION: Permit Holder**

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): 61D-11.007 Cardroom Operator License.

(2) An applicant for an annual cardroom license shall complete Form DBPR PMW-3160, Permit holder Application for Annual License to Operate a Cardroom, effective 7-21-14, incorporated herein by reference, https://www flrules.org/Gateway/reference.asp?No=Ref-04395, which can be obtained at www myfloridalicense.com/dbpr/pmw, or by contacting the Division of Pari-Mutuel Wagering at 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, and submit a fee of $1,000.00 for each table to be operated during the license period. For cardroom facilities at which more than one pari-mutuel permit is operated during a year, table fees for the facility may be paid by one or all of the permit holders. License fees are non-refundable. For the initial cardroom license application, in addition to the application and fees submitted, the applicant shall submit its written internal controls, required by Rule 61D-11.019, F.A.C., for approval by the division, and proof of authorization by a local government pursuant to Section 849.086(16), F.S.

(3) No license application, amendment to an application, or amendment to request additional cardroom tables shall be effective until the division has received payment of cardroom table fees, inspected and approved the surveillance requirements for compliance with Rule 61D-11.025, F.A.C., and the division has issued a license or amended license to operate a cardroom.

61D-11.016 Card and Domino Tables:

(6) At no time may a cardroom contain more tables than that for which the cardroom operator has been licensed.

DESCRIPTION: On July 20, 2022 during a scheduled floor plan inspection it was discovered that Tampa Greyhound Track had fifteen (15) tables on their cardroom floor and floor plan which were in operation. However they were only licensed to have fourteen (14) tables in operation.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Randa Samson	Randa Samson	July 20, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Washington, Derek
Sent: Wednesday, July 20, 2022 1:31 PM
To: Muniz, Luz
Cc: Samson, Randa
Subject: OCR TBD ENTERTAINMENT 7.20.2022
Attachments: OCR TBD ENTERTAINMENT 7.20.2022.docx

Hello Luz,
Attached is an OCR for a cardroom violation, please assign to Randa.

Thanks
Derek

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: **lmuniz**

VR Home > License Search > **License Home**

Licensee
History
Notes
Notes History
Back

License

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **27** Name **TBD ENTERTAINMENT, LLC** Extended To

License # **140** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **140** Lic Status **Current**

Address

Street # Street **P O BOX 8096**

Line 2

Line 3

City **TAMPA** State **FL** Zip **33674-8096**

Routing

Other

1st License Date **03/15/2022** Rank Date **07/15/2022** Certificate #

Method **I-S-1020** Status Date **06/24/2002** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
L	140 - Assoicated Outdoor Clubs Inc	04/09/2004	

Alt Keys

BEST LIC NBR **CLI140**

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Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$
Total Postage a
$
Sent To
Street and Apt.
City, State, ZIP
8-23-22
Postmark Here
TBD Entertainment, LLC
P.O. Box 8096
Tampa, Florida 33674
AC – 2022035114 – PMW
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70202450000050943263

Remove ×

Your item was picked up at the post office at 4:16 pm on September 1, 2022 in TAMPA, FL 33604.

USPS Tracking Plus® Available ⌄

Delivered, Individual Picked Up at Post Office

September 1, 2022 at 4:16 pm
TAMPA, FL 33604

Feedback

Get Updates ⌄

Text & Email Updates ⌄

Tracking History ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

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MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. TBD Entertainment, LLC; Case No. 2022-043911; Consent Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by TBD Entertainment, LLC ("Respondent") to resolve Case No. 2022-043911. Pursuant to the terms of the proposed order, Respondent would be issued a $250 administrative fine for violating rule 61D-11.014(4)(b)1., Florida Administrative Code.

Background

On or about September 7, 2022, it was discovered that Respondent failed to remove the entire deck of cards when a damaged card was discovered. Respondent has one prior violation of rule 61D-11. 11.014(4)(b)1, Florida Administrative Code.[1]

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 849.086, Florida Statutes, or any rules adopted pursuant to that section.[2]

Rule 61D-11.014(4)(b)1, Florida Administrative Code, provides that "[a]ny deck of cards in which it is determined damaged cards exist shall be withdrawn from play immediately upon identification of the damage as follows: [t]he entire deck of cards containing the damaged card or cards shall be removed from play before card play may resume at the card table and the damaged card or cards shall be placed in a sealed envelope or evidence bag"

[1] The prior violation was in DBPR case number 2020-047166, which was a four count complaint with a total fine value of $500. One count was a violation of rule 61D-11.014(1)(b)1., Florida Administrative Code, with a fine valued at $125.
[2] § 849.086(14)(c), Fla. Stat.

Because Respondent failed to remove the entire deck of cards when a damaged card was discovered, it is subject to an administrative fine of up to $1000.

Staff Recommendation: The Florida Gaming Control Commission should adopt the settlement and consent order in cased number 2022-043911.

Lic Type	**1002 - Cardroom License**		Status **90 Closed**	Status Date	**10/07/2022**
Complaint #	**2022043911**	Case Type **CMP - Complaint**	Disposition	Disposition Date	
Docket#		Respondent **TBD ENTERTAINMENT, LLC**	Responsible **bjones - JONES, BRADFORD**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INET - Internet**	Priority	
Cla 'n	**V-C - Cardroom Violations**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**09/07/2022**
Region	**CR - Central Region**	Received	**09/08/2022**
Reference	**61D-11.014(4)(b)(1)**		
Entered	**09/09/2022**	Entered By	**lmuniz**
Summary	**140-TBD Entertainment, LLC --------- / --------- . Cards: On September 8, 2022, during a routine bi-weekly cardroom inspection at Tampa Greyhound Track, it was discovered while reviewing recorded surveillance video that damaged card procedures were not being followed according to regulation.**		
Updated	**10/07/2022 13:11:19**	By	**lmuniz**

☐ Partie ☑ Activitie
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ In pection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Note Print Report

28 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: 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	**CENTRAL**	**SEPTEMBER 9, 2022**	**2022 04 3911**

Respondent:	Complainant:
TBD ENTERTAINMENT, LLC. **P.O. BOX 8096** **TAMPA, FLORIDA 33674-8096** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
140 / 1002	**PERMIT HOLDER**	**SEPTEMBER 9, 2022**

Period of Investigation:	Type of Report:
SEPTEMBER 8, 2022 – SEPTEMBER 9, 2022	**FINAL**

Alleged Violation: 61D-11.014 Cards (4)(b) (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:

1. The entire deck of cards containing the damaged card or cards shall be removed from play before card play may resume at the card table and the damaged card or cards shall be placed in a sealed envelope or evidence bag.

Synopsis: On September 8, 2022, during a routine bi-weekly cardroom inspection at **TAMPA GREYHOUND TRACK (TGT),** I found **TGT** to be in violation of the above-cited Rule for failing to follow damaged card procedures as required.

Related Case(s): 2020 04 7166

Investigator / Date	Investigator Supervisor / Date
/s/ Randa Samson Randa Samson / September 9, 2022	/s/ C. Derek Washington C. Derek Washington / September 28, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / October 7, 2022

CONTINUATION

On September 8, 2022, I conducted a routine bi-weekly cardroom inspection at **TAMPA GREYHOUND TRACK (TGT).** While reviewing a recorded surveillance video dated September 7, 2022, I observed Cardroom dealer Christopher Henry Henson **(PMW LIC # 8183521 – Exp. – June 30, 2024),** assigned to table #6. At approximately 10:02 PM, Henson found a damaged card and gave it to his Supervisor, Sean Edmund Steller **(PMW Lic# 8732593 – Exp. June 30, 2024)** to be replaced. Steller removed the one damage card and returned with one replacement card, however the entire deck was not removed as required by Florida Rule **(EXHIBITs #2 & #3).**

Upon my inspection, I spoke to Poker Room Supervisor Matthew Alan Dillahunty **(PMW LIC # 1619254 – Exp. June 30, 2024)** and informed him of the violation**.** Dillahunty stated he would advise Poker Room Manager, Jacob Darrell Mast **(PMW LIC.# 7050031 – Exp. June 30, 2023).**

A review of the Versa Regulation Enforcement database showed one prior violation of the same rule (Case # 2020 04 7166). As per a Consent Order filed in connection with the case, a $500.00 fine was issued.

Case Status: Investigations case closed, and case referred to Legal for review.

CONTINUATION

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET …….. 1-1

II. INVESTIGATIVE REPORT …….. 1-3

III. EXHIBITS

1. License…….……1-1
2. Property Receipt.……1-1
3. Photo of damaged card envelope……1-1
4. 2020 04 7166 Prior Violation ROI……..……1-3

License

Fed Tax [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File [redacted] Name **TBD ENTERTAINMENT, LLC** Extended To

License [redacted] Rank **CLIC - Cardroom Operating License** Renewed On

Entity [redacted] Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Addres

Street [redacted] t **P O BOX 8096**

Line

Line

Ci [redacted] State **FL** Zip **33674-8096**

Routing

Other

1st License Date **03/15/2022** Rank Date **07/20/2022** Certificate #

Method **I-S-1020** Status Date **06/24/2002** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action ▼ X

Modifiers

Type	Modifier	Effective Date	Additional Info
L	140 - Assoicated Outdoor Clubs Inc	04/09/2004	

Alt Keys

BEST LIC NBR **CLI140**

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EXHIBIT #1
PAGE 1/1

State of Florida
Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering
Investigations Section

PROPERTY RECEIPT

Complaint # 2022 04 3911 Date 9/8/22 Lab # _____

Item No.	Quantity	Description
	1	1 Green ILG GB Thinbdeive
		Damaged Card Violation
		@ TBS Entertainment, LLC #140

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 #2
PAGE 1/1

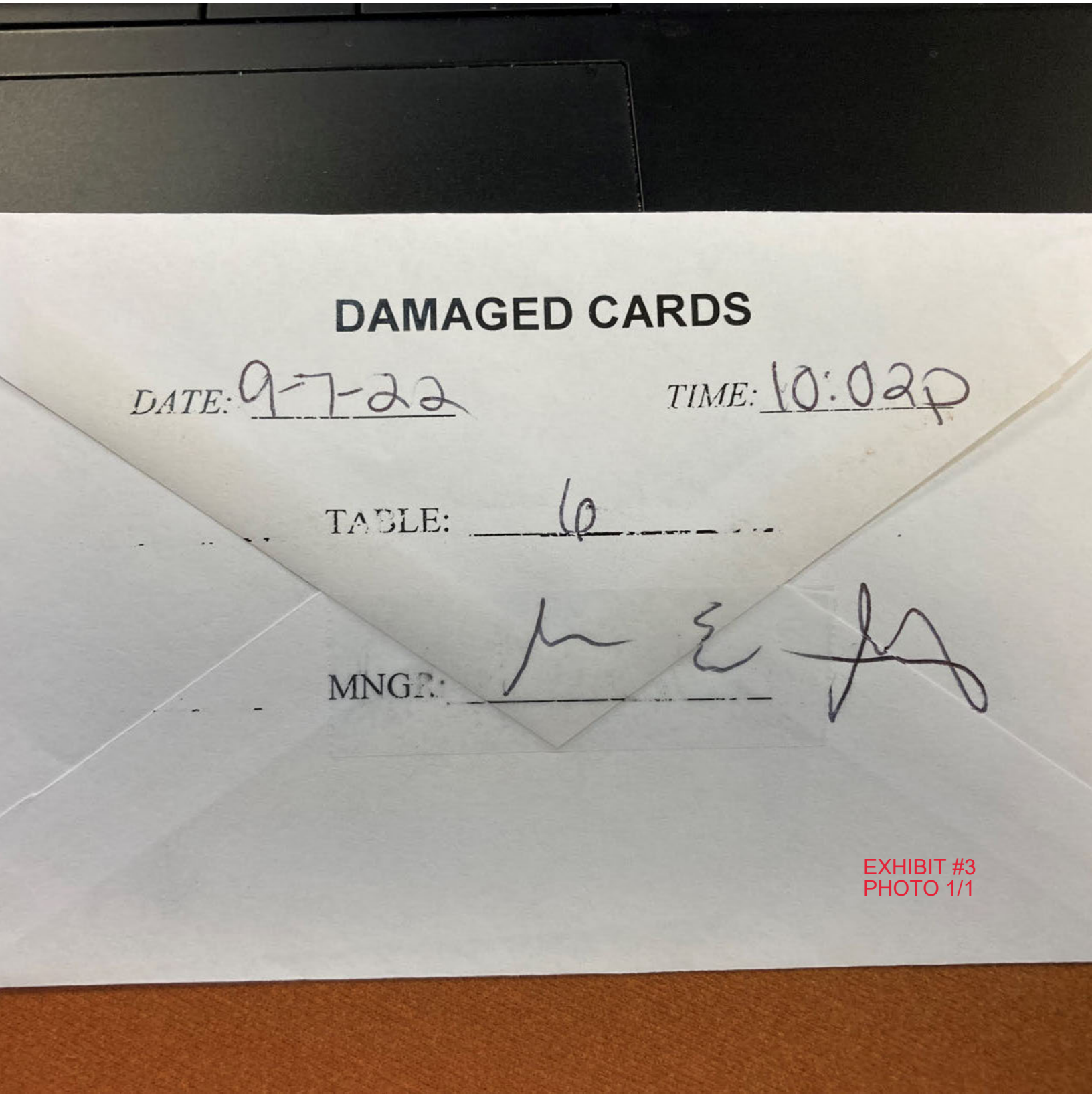

EXHIBIT #3
PHOTO 1/1

Florida dbpr Department of Business & Professional Regulation

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

Halsey Beshears, Secretary

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**September 30, 2020**	**2020 04 7166**

Respondent:	Complainant:
TBDG ACQUISITION, LLC, **(Tampa Greyhound Track)** **755 E WATERS AVE** **TAMPA, FL 33604** [redacted]	**STATE OF FLORIDA,** **DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION,** **DIVISION OF PARI-MUTUEL WAGERING**

License # and Type:	Profession:	Report Date:
140/1002	**PERMIT HOLDER**	**OCTOBER 7, 2020**

Period of Investigation:	Type of Report:
SEPTEMBER 17, 2020 thru OCTOBER 7, 2020	**FINAL**

Alleged Violation: **61D-11.014 Cards. (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: **1.** The entire deck of cards containing the damaged card or cards shall be removed from play before card play may resume at the card table and the damaged card or cards shall be placed in a sealed envelope or evidence bag, 2. The sealed envelope or evidence bag shall be marked with the table number, the date, and time the deck was withdrawn from play.

61D-11.019 Internal Controls. (2) Failure of any cardroom operator to follow the internal controls once approved by the division shall be a violation of these rules.

Section VI, Jackpot Controls (Page 15): (A) Procedures for jackpot Rake-off:

4. The dealer pulls the jackpot rake-off from the pot, when applicaable, at the completion of the first eligible betting round to a designated area.
5. The jackpot rake-off is then immediately dropped into the jackpot slot frame.

Synopsis: On September 17, 2020, during a routine facility visit at **Tampa Greyhound Track,** it was discovered while reviewing recorded surveillance video that damaged card procedures were not being followed according to regulation, and that jackpot rake-off's were not being dropped per Internal controls.

Related Case:

Investigator / Date	Investigator Supervisor / Date
Randa Samson Randa Samson / October 7,2020	/s/ C. Derek Washington C. Derek Washington / November 24, 2020

Chief of Investigations / Date

/s/ Steven E. Kogan

Steven E. Kogan / November 24, 2020

CONTINUATION

Investigative Activity:

On September 17, 2020, I conducted a routine facility visit at **TAMPA GREYHOUND TRACK.** During my visit, I reviewed random recorded surveillance video of different dates, and I discovered several cardroom violations. Surveillance video dated September 10, 2020, I observed cardroom employees not following damage card procedures. Cardroom dealer **JENNIFER GONZALES (PMW# 7772417),** assigned to table #11 at approximately 7:40 PM, discovered a damaged card and handed it to her supervisor JOSE **RODRIQUEZ (PMW LIC # 8227339)** to be replaced. However, they did not remove the entire deck as required by rule **(EXHIBIT #1)**.

Recorded video evidence was obtained from **TBDG ACQUISITION, LLC (EXHIBIT #1)**

In a review of the surveillance video dated September 11, 2020, a damaged card was removed from table #4 at approximately 10:04 AM, and the wrong date was recorded on the damaged card envelope. The envelope was dated September 12, 2020 **(EXHIBIT # 2)**.

In addition, a review of recorded surveillance video dated September 9 and September 14, 2020, I observed dealers not dropping the jackpot rack according to the facility's Internal Controls, specifically the dealers were not dropping the jackpot rack immediately after it was placed in the designated area. The Internal Controls states, "The dealer pulls the jackpot rake-off from the pot, when applicable, at the completion of the first eligible betting round to a designated area. The jackpot rake-off is then immediately dropped into the jackpot slot frame."

Status: Investigation case closed and case referred to Legal for review

EXHIBIT #4
PAGE 2/3

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET ……..

II. INVESTIGATIVE REPORT ……..

III. EXHIBITS

1. Property Receipts……1-2
2. Photo of damage card envelope ……..……....1-1
3. Facility License ……1-1

EXHIBIT #4
PAGE 3/3

Lic Type	**1002 - Cardroom License**			Status	**20 Under Investigation**	Status Date	**09/09/2022**
Complaint #	**2022043911**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**TBD ENTERTAINMENT, LLC**	Responsible	**rsamson - SAMSON, RANDA**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INET - Internet**	Priority	
Class'n	**V-C - Cardroom Violations**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/07/2022**
Region	**CR - Central Region**	Received	**09/08/2022**
Reference	**61D-11.014(4)(b)(1)**		
Entered	**09/09/2022**	Entered By	**lmuniz**
Summary	**140-TBD Entertainment, LLC --------- / -------- . Cards: On September 8, 2022, during a routine bi-weekly cardroom inspection at Tampa Greyhound Track, it was discovered while reviewing recorded surveillance video that damaged card procedures were not being followed according to regulation.**		
Updated	**09/09/2022 11:45:33**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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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: 9/7/2022

☐ PMW ☒ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: TBD ENTERTAINMENT, LLC **LIC #: 140**

RESPONDENT

NAME: TBD Entertainment, LLC		
Address: 755 E Waters Ave, Tampa, FL 33604		[redacted]
LIC #: 140	**LIC TYPE: 1002**	**OCCUPATION: Permit Holder**

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): 61D-11.014 Cards

(4) Each dealer assigned to a card table shall inspect each deck of playing cards intended for use at that table. 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:

1. The entire deck of cards containing the damaged card or cards shall be removed from play before card play may resume at the card table and the damaged card or cards shall be placed in a sealed envelope or evidence bag.

DESCRIPTION: On September 8, 2022, during a routine bi-weekly cardroom inspection at **Tampa Greyhound Track,** it was discovered while reviewing recorded surveillance video that damaged card procedures were not being followed according to regulation.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Randa Samson	Randa Samson	9/8/2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Washington, Derek
Sent: Thursday, September 8, 2022 1:17 PM
To: Muniz, Luz
Cc: Samson, Randa
Subject: OCR TBD ENTERTAINMENT 9 8 2022
Attachments: OCR TBD ENTERTAINMENT 9 8 2022.docx

Luz,
Attached is an OCR for a cardroom violation, please assign to Randa.

Thanks
Derek

FAQ | Help | Sign Out

VR Home | [redacted] | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Se[redacted]ity Search | Modify License Standing | Maintain License CE Control

Domain **10** [redacted] **Pari-Mutuel Wagering** Logged in as: **Imuniz**

VR Home [redacted] Search > Maintain Complaint > **License Home**

License

Fed Tax #	[redacted]	Lic Type	**1002 - Cardroom License**	Expires On	**06/30/2023**
File #	[redacted]	Name	**TBD ENTERTAINMENT, LLC**	Extended To	
License #	[redacted]	Rank	**CLIC - Cardroom Operating License**	Renewed On	
Entity #	[redacted]	Lic Status	**Current**		

Licensee | History | Notes | Notes History | Back

Address

Street # [redacted] t **P O BOX 8096**

Line 2

Line 3

City [redacted] State **FL** Zip **33674-8096**

Routing

Other

1st License Date	**03/15/2022**	Rank Date	**07/20/2022**	Certificate #	
Method	**I-S-1020**	Status Date	**06/24/2002**	Certificate Date	
Fee Exempt	**No**	Birth Date		Renewal Sent	

Select

Action ▼ X

Modifiers

Type	Modifier	Effective Date	Additional Info
L	140 - Assoicated Outdoor Clubs Inc	04/09/2004	

Alt Keys

BEST LIC NBR **CLI140**

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STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

ELECTION OF RIGHTS

FGCC v. TBD ENTERTAINMENT, LLC **CASE NO.: 2022-043911**

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):

_____

_____

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.

Jacob Mast
PRINTED NAME

755 E Waters Ave
Street Address

Tampa FL 33604
City State Zip

[redacted]
Telephone Number Facsimile Number (if any)

[redacted]
E-mail

SIGNATURE

ATTORNEY OR QUALIFIED REPRESENTATIVE

Street Address (where service shall be made)

City State Zip

Telephone Number Facsimile Number (if any)

E-mail

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
2601 Blair Stone Road, Tallahassee, FL 32399-2202
Attention: Ebonie N. Lanier, Administrative Assistant III
Telephone: (850) 717-1663 Fax: (850) 921-1311
Email: Ebonie.Lanier@fgcc.fl.gov

RECEIVED
2022 NOV 15 AM 10:04
FLORIDA GAMING CONTROL COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

EXPLANATION OF THE 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 or call the Commission's attorney named in the cover letter if you do not understand your options.

You can only select **ONE** of the options numbered (1), (2) and (3) on the Election of Rights form. You must sign the form. The form must be **received** by the Commission at the address at the bottom of the form within 21 days after the date **you receive** the complaint.

The three options are:

1. Check option (1) if you **do not dispute** any material fact alleged in the Administrative Complaint. You will be given a hearing pursuant to Section 120.57(2), Florida Statutes ("informal hearing") and have the opportunity to present written and oral evidence in mitigation at the informal hearing.

2. Check option (2) if you **do dispute** any material fact alleged in the Administrative Complaint. This is considered a petition for an evidentiary administrative hearing ("formal hearing") pursuant to Sections 120.569(2)(a) and 120.57(1), Florida Statutes, and requires the Department to send this case to the Division of Administrative Hearings (DOAH) within 15 days of your completed petition requesting a formal hearing. This election is made by checking the box marked (2) on the Election of Rights. Pursuant to Rule 28-106.201, F.A.C., you must also state which material fact(s) alleged in the Administrative Complaint you dispute. Please use the space provided on form, and attach any additional pages or use the back of the form if needed.

> **After** electing option (2) explained above and **regardless** of whether you dispute any material fact alleged in the Administrative Complaint, you may **also** request the opportunity to discuss settlement of the case pursuant to Section 120.57(4), Florida Statutes.

3. Check option (3) if you **do not dispute** any material fact and waive your right to any form of hearing. This means that the Department will recommend a penalty on the charges set forth in the Administrative Complaint without input from you.

If the Department does not **receive** your Election of Rights within **21** days after you **receive** the Administrative Complaint, this will be considered a waiver of your right to elect any form of hearing and a Final Order may be entered against you imposing a penalty and fines.

YOU MUST LET THE COMMISSION KNOW IF YOUR MAILING ADDRESS CHANGES

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
2601 Blair Stone Road, Tallahassee, FL 32399-2202
Attention: Ebonie N. Lanier, Administrative Assistant III
Telephone: (850) 717-1663 Fax: (850) 921-1311
Email: Ebonie.Lanier@fgcc.fl.gov

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.: 2022-043911

TBD ENTERTAINMENT, LLC,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and TBD Entertainment, LLC ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Pari-Mutuel Wagering and Cardroom permit and license, number 140-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-043911, alleging that on September 7, 2022, Respondent was in violation of Rule 61D-11.014(4)(b)1, Florida Administrative Code, by failing to remove the entire deck of cards from play after discovering a damaged card.

3. Aggravation: This Consent Order was entered into in consideration of Respondent's disciplinary history, which includes one prior violation of Rule 61D-11.014(4)(b)1, Florida Administrative Code, in Case Number 2020-047166.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

4. The Division has jurisdiction over this matter and the Parties.

5. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

6. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

7. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

8. The Parties acknowledge and agree to waive any further administrative and judicial review.

9. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

10. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

11. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **TWO HUNDRED FIFTY DOLLARS ($250.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-Mutuel Wagering (NO PERSONAL CHECKS).** Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

12. Respondent must mail this Consent Order and the payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-043911 on the face of the payment.

13. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

14. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

15. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this

Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

16. This Consent Order may be signed in counterparts, and copies shall be treated as original.

17. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

18. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

19. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, **TBD ENTERTAINMENT, LLC**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 7th day of November, 2022.

TBD ENTERTAINMENT, LLC, Respondent

Signed on behalf of TBD Entertainment, LLC by:

Jacob Mast
Printed Name

Director of Poker
Title

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of NOVEMBER, 2022, by JACOB MAST, who is personally known to me or who produced the following as identification: _____

Carla E. Perez
Notary Public

My commission expires: JUNE 5th 2026

Notary Public State of Florida
Carla E. Perez
My Commission
HH 258761
Exp. 6/5/2026

APPROVED this 15 day of November, 2022.

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 10/20/2022
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.: 2022-043911

TBD ENTERTAINMENT, LLC,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against TBD Entertainment, LLC ("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 and Cardroom permit and license, number 140-1002, issued by Petitioner.

3. On or about September 7, 2022, Respondent failed to remove the entire deck of cards when a damaged card was discovered.

4. Rule 61D-11.014(4)(b)1, Florida Administrative Code, provides "[t]he entire deck of cards containing the damaged card or cards shall be removed from play before card play may resume at the card table and the damaged card or cards shall be placed in a sealed envelope or evidence bag."

5. Based on the foregoing, Respondent violated Rule 61D-11.014(4)(b)1, Florida Administrative Code, by failing to remove the entire deck of cards from play after discovering a damaged card.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-043911 is signed this 20th day of October, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
10-26-22
Postmark Here
Postage
$
Total Postage an
$
Sent To
Street and Apt. N
City, State, ZIP+4
TBD Entertainment, LLC
P.O. Box 8096
Tampa, Florida 33674
AC – 2022043911 – PMW
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7020 2450 0000 5096 4022

USPS Tracking®

FAQs >

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Tracking Number:

70202450000050964022

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Latest Update

Your item was picked up at the post office at 1:31 pm on November 3, 2022 in TAMPA, FL 33604.

Delivered

Delivered, Individual Picked Up at Post Office

TAMPA, FL 33604
November 3, 2022, 1:31 pm

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FAQs

Feedback

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Washington County Kennel Club, Inc., Case No. 2022-034237; Consent Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by Washington County Kennel Club, Inc. ("Respondent") to resolve Case No. 2022-034237. Pursuant to the terms of the proposed order, Respondent would be issued a $750 fine for violating rule 61D-11.025(17)(b), Florida Administrative Code.

Background

On or about July 2, 2022, it was discovered that Respondent failed to record a description of the activity being monitored on the Surveillance Activity Log. Respondent has five prior violations of this rule in Florida, which resulted in penalties ranging from $250-$500. This is Respondent's first offense since December 2021.

This was presented at the October 6, 2022 Commission meeting with a fine of $250. The Commission did not accept the consent order and recommended a fine of $1,000.

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 849.086, Florida Statutes, or any rules adopted pursuant to that section.[1] Mitigation may be taken into consideration when imposing an administrative fine.

[1] § 849.086(14)(c), Fla. Stat.

Rule 61D-11.025(17), Florida Administrative Code, states:

> Each cardroom operator shall maintain a log of all surveillance activities in the surveillance room that shall include:
> …
> (b) Reason for the surveillance, including the name, if known, the description of each individual being monitored, the date and time the monitoring commences and ends, and a brief description of the activity in which the monitored person is engaging;

Because Respondent failed to include a brief description of the activity being monitored on the Surveillance Activity Log, it is subject to an administrative fine not to exceed $1000.00.

Note: Respondent's counsel has asked to present at the meeting to provide mitigation to 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.: 2022-034237

WASHINGTON COUNTY KENNEL CLUB,
INC,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Washington County Kennel Club, Inc. ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Pari-Mutuel Wagering and Cardroom permit and license, number 154-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-034237, alleging that on July 2, 2022, Respondent was in violation of Rule 61D-11.025(17)(b), Florida Administrative Code, by failing to include a brief description of the activity being monitored on the Surveillance Activity log.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **SEVEN HUNDRED FIFTY DOLLARS ($750.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-**

Mutuel Wagering (NO PERSONAL CHECKS). Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

11. Respondent must mail this Consent Order and the payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-034237 on the face of the payment.

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

15. This Consent Order may be signed in counterparts, and copies shall be treated as original.

16. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

17. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, **WASHINGTON COUNTY KENNEL CLUB, INC**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 14 day of December, 2022.

WASHINGTON COUNTY KENNEL CLUB, INC,
Respondent

Signed on behalf of Washington County Kennel Club, Inc. by:

STOCKTON HESS
Printed Name

PRESIDENT
Title

STATE OF Florida
COUNTY OF Washington

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14 day of December, 2022, by Stockton Hess, who is personally known to me or who produced the following as identification: _____

Nichole Owens Kennedy
Notary Public

Nichole Owens Kennedy
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG346661
Expires 9/14/2023

My commission expires:

APPROVED this 19 day of January, 2023.

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
Florida Gaming Control Commission
Office of the Agency Clerk
Clerk Donna Fleming
Date 8/11/2022

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.: 2022-034237

WASHINGTON COUNTY KENNEL CLUB,
INC,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Washington County Kennel Club, Inc. ("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 and Cardroom permit and license, number 154-1002, issued by Petitioner.

3. On or about July 2, 2022, Respondent failed to include a brief description of the activity being monitored on the Surveillance Activity log.

4. Rule 61D-11.025(17)(b), Florida Administrative Code, provides that "[e]ach cardroom operator shall maintain a log of all surveillance activities in the surveillance room that shall include… a brief description of the activity in which the monitored person is engaging."

5. Based on the foregoing, Respondent violated Rule 61D-11.025(17)(b), Florida Administrative Code, by failing to include a brief description of the activity being monitored on the Surveillance Activity log.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-034237 is signed this 10th day of August, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**08/03/2022**
Complaint #	**2022034237**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**WASHINGTON COUNTY KENNEL CLUB, INC**	Responsible	**tmcdowell2 - MCDOWELL, TONY**		**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	**07/02/2022**
Region	**NR - Northern Region**	Received	**07/15/2022**
Reference	**61D-11.025**		
Entered	**07/15/2022**	Entered By	**icampbell**
Summary	**154 - Washington County Kennel Club Inc. - Cardroom Electronic Surveillance: On July 14, 2022, during an annual cardroom inspection at Washington County Kennel Club (EBRO), I found an entry for July 2, 2022, in the Surveillance Activity log that failed to include a brief description of the activity in which the monitored person is engaging.**		
Updated	**08/03/2022 11:23:13**	By	**lmuniz**

☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**Northern**	**July 15, 2022**	**2022 03 4237**

Respondent:	Complainant:
WASHINGTON COUNTY KENNEL CLUB, INC **Ebro Poker Room** **6558 Dog Track Road** **Ebro, FL 32437** [redacted]	**Division of Pari-Mutuel Wagering** **Office of Investigations** **1400 W. Commercial Blvd, Suite 165** **Ft. Lauderdale, FL 33309**

License # and Type:	Profession:	Report Date:
154 /1002	**Permit Holder**	**July 20, 2022**

Period of Investigation:	Type of Report:
July 14, 2022 – July 20, 2022	**FINAL**

Alleged Violation:
61D-11.025 Cardroom Electronic Surveillance.
(17) Each cardroom operator shall maintain a log of all surveillance activities in the surveillance room that shall include:
(b) Reason for the surveillance, including the name, if known, the description of each individual being monitored, the date and time the monitoring commences and ends, and a brief description of the activity in which the monitored person is engaging.

Synopsis:
On July 14, 2022, while reviewing the facility's surveillance activity logs during an annual cardroom inspection at Washington County Kennel Club (EBRO), I found an entry for July 2, 2022, in the Surveillance Activity log that failed to include a brief description of the activity being monitored.

Related Case:

Investigator / Date	Investigator Supervisor / Date
s/ Tony McDowell / July 20, 2022	/s/ C. Derek Washington / August 1, 2022

Chief of Investigations / Date
/s/ Steven E. Kogan / August 3, 2022

CONTINUATION

On July 14, 2022, at approximately 1:30 PM, during an Annual Cardroom inspection at EBRO, I reviewed the facility's Surveillance Activity logs for compliance. Upon my review, I found an entry dated July 2, 2022, indicating a surveillance review of table #23. However, the security officer failed to include a brief description of the activity monitored.

Security Guard Jeremy IIES (PMW # 11562332) was also present during my review and said the security officer on duty should have documented the reason for the surveillance.

The Cage Manager Nichole KENNEDY (PMW# 8645103) was advised of the violation.

A check of the Versa Regulations Enforcement database shows this is the fifth violation of Rule **61D-11.025(17)(b)** with two separate consent orders issued.

Case Status: Investigations case closed and case forwarded to Legal for review.

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET ……..

II. INVESTIGATIVE REPORT ……..

III. EXHIBITS

1. Surveillance Log ……1-1
2. Prior Cases ……..1-4
3. Facility's License ……1-1
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5.
6.
7.

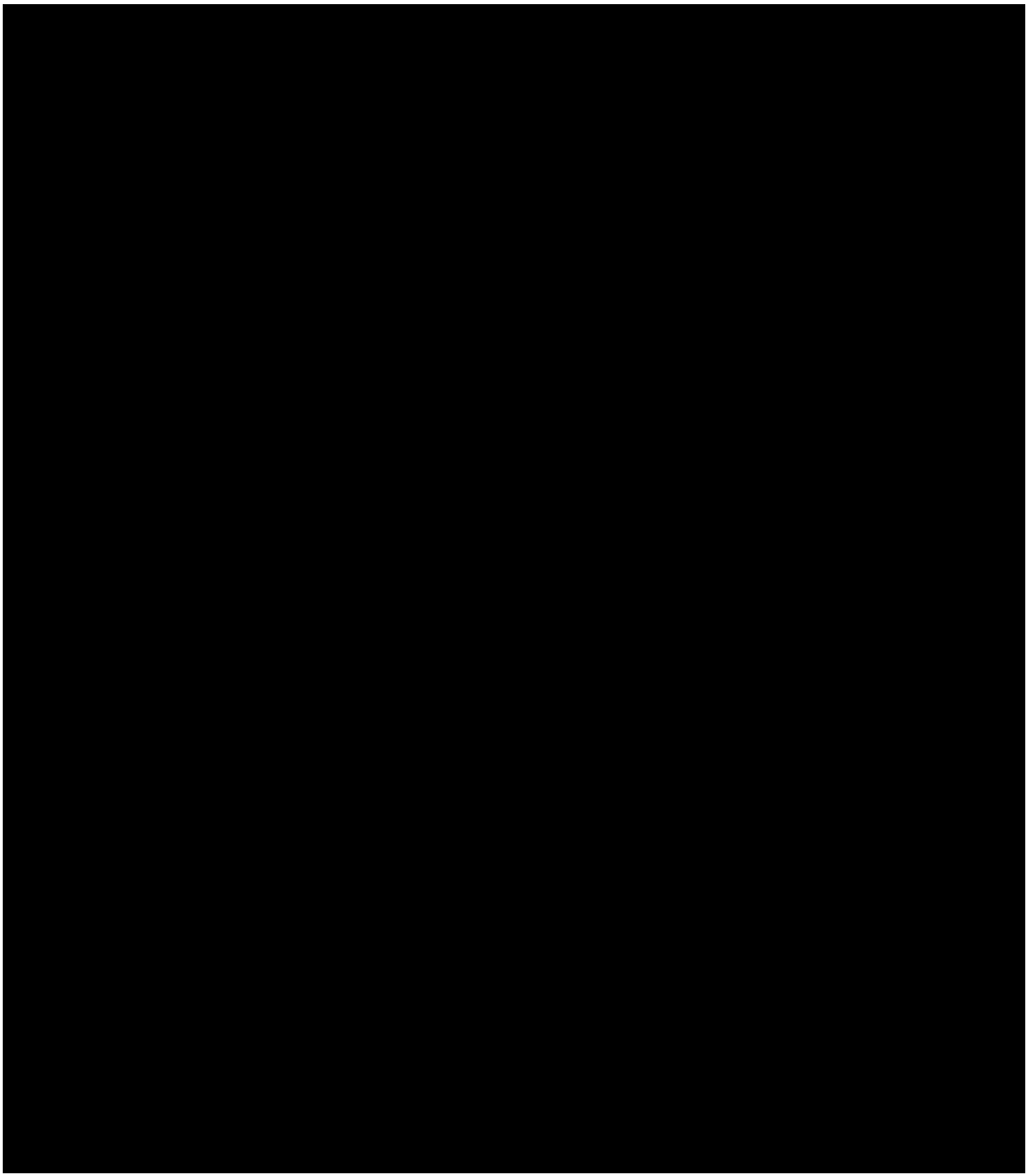

EXHIBIT #1

Page 1 of 1

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**12/07/2017**
Complaint #	**2016006252**	Case Type	**CMP - Complaint**	Disposition	**250 Consent Order**	Disposition Date	**12/07/2017**
Docket#		Respondent	**WASHINGTON COUNTY KENNEL CLUB, INC**	Responsible	**cdewrell - DEWRELL, CHARLES**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	**2**
Class'n	**V-C - Cardroom Violations**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**02/03/2016**
Region	**NR - Northern Region**	Received	**02/08/2016**
Reference	**61D-11.025(17)(b,c)**		
Entered	**02/09/2016**	Entered By	**lmuniz**
Summary	**12/8/17 - Ck#16699 Recvd. 12/7/17 - CONSENT ORDER Filed: $500 Fine Imposed and Paid. 2/23/2016 Case transferred to Legal with Final ROI. * 154-Washington County Kennel Club, Inc. * Cardroom Electronic Surveillance: On February 3, 2016, approximately 10:30am (CST), during a quarterly cardroom inspection, information required by rule was not provided on the surveillance log.**		
Updated	**12/29/2017 10:29:56**	By	**nbrogdon**

☐ Parties ☑ Activities
☑ Allegations ☑ Discipline
☑ Violations ☑ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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EXHIBIT #2
PAGE 1-4

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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: **dwashingto**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**08/03/2020**
Complaint #	**2020035902**	Case Type	**CMP - Complaint**	Disposition	**100 No Action Taken**	Disposition Date	**08/03/2020**
Docket#		Respondent	**WASHINGTON COUNTY KENNEL CLUB, INC**	Responsible	**tmcdowell2 - MCDOWELL, TONY**		**Public 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	**07/03/2020**
Region	**NR - Northern Region**	Received	**07/23/2020**
Reference	**61D-11.025(17)(B)**		
Entered	**07/23/2020**	Entered By	**lmuniz**

Summary: **08/03/2020 - EBRO has recently hired a security firm to provide new security staff. I recommended to management that additional training may be needed for their new security guards to ensure cardroom rules are met. Since the facility had not had previous violations of the above-cited rule, a verbal warning was issued.---------- / ---------- . 154-Washington County Kennel Club, Inc. ---------- / ---------- . Cardroom Electronic Surveillance: On July 20, 2020, during a facility inspection at WASHINGTON COUNTY KENNEL CLUB, INC., a review of surveillance logs was conducted and during this review, it was discovered that a surveillance log dated July 3, 2020, did not contain the time the surveillance monitoring commenced and ended.**

Updated **08/04/2020 10:24:57** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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EXHIBIT #2
PAGE 2-4

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**08/26/2021**
Complaint #	**2021034692**	Case Type	**CMP - Complaint**	Disposition	**100 No Action Taken**	Disposition Date	**08/26/2021**
Docket#		Respondent	**WASHINGTON COUNTY KENNEL CLUB, INC**	Responsible	**tmcdowell2 - MCDOWELL, TONY**		**Public 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	**07/26/2021**
Region	**NR - Northern Region**	Received	**07/28/2021**
Reference	**61D-11.025(17)(b)**		
Entered	**07/28/2021**	Entered By	**lmuniz**

Summary: **8/26/2021 - Although this is the third violation of this rule, the Security Guard responsible for the in fraction did record the surveillance activity however, he recorded the information in the wrong log. In addition, the security guard no longer works at the facility; therefore, a verbal warning was issued in regards to this case. ---------- / ---------- . 154-Washington County Kennel Club, Inc. ---------- / ---------- . Cardroom Electronic Surveillance: On July 26, 2021, during a cardroom inspection at WASHINGTON COUNTY KENNEL CLUB, INC., a review of surveillance logs was made and during this review, it was discovered there were 22 instances of surveillance viewing that were not put on the surveillance log during the month of June and July.**

Updated **08/26/2021 13:57:27** By **lmuniz**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

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EXHIBIT #2
PAGE 3-4

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**12/09/2021**
Complaint #	**2021053495**	Case Type	**CMP - Complaint**	Disposition	**250 Consent Order**	Disposition Date	**12/09/2021**
Docket#		Respondent	**WASHINGTON COUNTY KENNEL CLUB, INC**	Responsible	**eleiva - ALVARADO, EMILY**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INET - Internet**	Priority	
Class'n	**V-C - Cardroom Violations**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**11/05/2021**
Region	**NR - Northern Region**	Received	**11/17/2021**
Reference	**61D-11.025(17)(a-c)**		
Entered	**11/17/2021**	Entered By	**lmuniz**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Summary

12/9/2021 - Stipulation and Consent Order filed: $500 FINE Imposed and Paid. 12/7/2021 - Stipulation and Consent Order signed by the Director; taken to the AGC Clerk for filing. 12/6/21 - CO signed by respondent and partial payment of fine received. WCKC, INC (Bancorpsouth) check # 23408 = $250 received. Total Fine is $500 of which the $250 received is applied to this case #. The remaining $250 was sent on 12/1 - WCKC, Inc (Bancorpsouth) check # 23398 = $250 and applied to case # 2021-048273. 12/2/2021 - Case Reassigned to E.LEIVA. 154-Washington County Kennel Club, Inc. ---------- / ---------- . Cardroom Electronic Surveillance: On November 16, 2021, during a Bi-Weekly Cardroom inspection at WASHINGTON COUNTY KENNEL CLUB (EBRO), a review of the surveillance activity log was conducted. I discovered that a security officer entered the room on November 5, 2021, to review video of table 19 but no entry was made in the surveillance activity log.

Updated **12/10/2021 12:18:20** By **critter**

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EXHIBIT #2
PAGE 4-4

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **icampbell**

Licen e

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **37** Name **WASHINGTON COUNTY KENNEL CLUB, INC** Extended To

License # **154** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **154** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Addre

Street # **6558** Street **DOG TRACK ROAD**

Line 2

Line 3

City **EBRO** State **FL** Zip **32437**

Routing

Other

1st License Date **03/22/2022** Rank Date **03/22/2022** Certificate #

Method **I-S-1020** Status Date **07/14/2008** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
L	154 - Washington County Kennel Club, Inc.	03/30/2007	

Alt Keys

BEST LIC NBR **CLI154**

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EXHIBIT #3
PAGE 1-1

Lic Type	**1002 - Cardroom License**			Status	**20 Under Inve tigation**	Status Date	**07/15/2022**
Complaint #	**2022034237**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**WASHINGTON COUNTY KENNEL CLUB, INC**	Responsible	**tmcdowell2 MCDOWELL, TONY**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**V-C - Cardroom Violations**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**07/02/2022**
Region	**NR - Northern Region**	Received	**07/15/2022**
Reference	**61D-11.025**		
Entered	**07/15/2022**	Entered By	**icampbell**
Summary	**154 - Washington County Kennel Club Inc. - Cardroom Electronic Surveillance: On July 14, 2022, during an annual cardroom inspection at Washington County Kennel Club (EBRO), I found an entry for July 2, 2022, in the Surveillance Activity log that failed to include a brief description of the activity in which the monitored person is engaging.**		
Updated	**07/15/2022 10:28:34**	By	**icampbell**

☐ Partie ☑ Activitie
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ In pection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Note Print Report

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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: July 2, 2022

☐ PMW	☒ Cardroom	☐ Slot	☒ Violation	☐ Incident	☒ Complaint

FACILITY NAME: WASHINGTON COUNTY KENNEL (EBRO) **LIC #:** 154

RESPONDENT

NAME: WASHINGTON COUNTY KENNEL CLUB, INC.		
Address: **6558 Dog Track Road Ebro, FL 32437**		[redacted]
LIC #: 154	**LIC TYPE:** 1002	**OCCUPATION:** Permit Holder

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): 61D-11.025 Cardroom Electronic Surveillance.

(17) Each cardroom operator shall maintain a log of all surveillance activities in the surveillance room that shall include:

(b) Reason for the surveillance, including the name, if known, the description of each individual being monitored, the date and time the monitoring commences and ends, and a brief description of the activity in which the monitored person is engaging

DESCRIPTION: On July 14, 2022, during an annual cardroom inspection at Washington County Kennel Club (EBRO), I found an entry for July 2, 2022, in the Surveillance Activity log that failed to include a brief description of the activity in which the monitored person is engaging.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Tony McDowell	_____	July 14, 2022
(Print Name)	(Signature)	(Date)

Campbell, Ian

From: Washington, Derek
Sent: Friday, July 15, 2022 12:06 AM
To: Campbell, Ian
Cc: McDowell, Tony; Muniz, Luz
Subject: OCR - Washington County Kennel Club Inc. 7-14-2022
Attachments: OCR - Washington County Kennel Club Inc. 7-14-2022.docx

Ian,
Attached is an OCR for a cardroom violation, please assign to McDowell.

Thanks,

FLORIDA GAMING CONTROL COMMISSION

C. Derek Washington
Investigations Supervisor
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations
407.650.4053 Office 407.481.5651 FAX 407.340.5665 Cell

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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

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **icampbell**

Licen e

Fed Tax # [redacted] Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **37** Name **WASHINGTON COUNTY KENNEL CLUB, INC** Extended To

License # **154** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **154** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Addre

Street # **6558** Street **DOG TRACK ROAD**

Line 2

Line 3

City **EBRO** State **FL** Zip **32437**

Routing

Other

1st License Date **03/22/2022** Rank Date **03/22/2022** Certificate #

Method **I-S-1020** Status Date **07/14/2008** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
L	154 - Washington County Kennel Club, Inc.	03/30/2007	

Alt Keys

BEST LIC NBR **CLI154**

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Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **icampbell**

Fed Tax #	[redacted]	Lic Type	**1002 - Cardroom License**	Expires On	**06/30/2023**
File #	**37**	Name	**WASHINGTON COUNTY KENNEL CLUB, INC**	Extended To	
License #	**154**	Rank	**CLIC - Cardroom Operating License**	Renewed On	
Entity #	**154**	Lic Status	**Current**		

Description	Effective	Notes
Bad check on file	09/08/2014	☐

OK

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MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Sarasota Kennel Club, Inc., Case No. 2022-052199; Consent Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by Sarasota Kennel Club, Inc. ("Respondent") to resolve Case No. 2022-052199. Pursuant to the terms of the proposed order, Respondent would be issued a $500 fine for violating rule 61D-11.020(5)(e), Florida Administrative Code.

Background

On or about October 27, 2022, it was discovered that Respondent failed to record the date and time that a key was returned in a written log. Respondent has one prior violation of rule 61D-11.020(5)(e), Florida Administrative Code, in Case No. 2022-000600 which resulted in a fine of $250 for this count.[1]

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 849.086, Florida Statutes, or any rules adopted pursuant to that section.[2]

Rule 61D-11.020(5)(e), Florida Administrative Code, provides that "[i]f access to keys is manually controlled, all access shall be documented in a written log that shall include: [t]he date and time each key is returned.

Because Respondent failed to record the date and time that a key was returned in a written log, it is subject to an administrative fine of up to $1000.

[1] Case No. 2022-000600 consisted of a four count complaint which resulted in a $1,000 fine ($250 per count).
[2] § 849.086(14)(c), Fla. Stat.

Staff Recommendation: The Florida Gaming Control Commission should adopt the settlement and consent order in cased number 2022-052199.

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.: 2022-052199

SARASOTA KENNEL CLUB, INC.,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Sarasota Kennel Club, Inc. ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Cardroom permit and license, number 153-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-052199, alleging that on October 27, 2022, Respondent was in violation of Rule 61D-11.020(5)(e), Florida Administrative Code, by failing to document the date and time each key is returned in a written log.

3. Aggravation: This Consent Order is entered into in consideration of Respondent's disciplinary history, which includes one prior violation of Rule 61D-11.020(5)(e), Florida Administrative Code in Case Number 2022-000600.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

4. The Division has jurisdiction over this matter and the Parties.

5. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

6. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

7. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

8. The Parties acknowledge and agree to waive any further administrative and judicial review.

9. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

10. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

11. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **FIVE HUNDRED DOLLARS ($500.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-Mutuel Wagering (NO PERSONAL CHECKS).** Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

12. Respondent must mail this Consent Order and the payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-052199 on the face of the payment.

13. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

14. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

15. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this

Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

16. This Consent Order may be signed in counterparts, and copies shall be treated as original.

17. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

18. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

19. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, SARASOTA KENNEL CLUB, INC., requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 8th day of December, 2022.

SARASOTA KENNEL CLUB, INC., Respondent

Signed on behalf of Sarasota Kennel Club, Inc. by:

Jack Collins Jr

Printed Name

Pres

Title

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 8th day of December, 2022, by Jack Collins Jr., who is personally known to me or who produced the following as identification: _____

Tammy M. Anderson-Perkins

Notary Public

Notary Public State of Florida
Tammy M Anderson-Perkins
My Commission GG 955805
Expires 03/25/2023

My commission expires: March 25, 2023

APPROVED this 19 day of January, 2023.

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 12/05/2022
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.: 2022-052199

SARASOTA KENNEL CLUB, INC.,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Sarasota Kennel Club, Inc. ("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 permit and license, number 153-1002, issued by Petitioner.

3. On or about October 27, 2022, a security guard failed to document the times the count room key, jackpot key, drop box key, and surveillance key were returned to the key log on two occasions.

4. Rule 61D-11-020(5)(e), Florida Administrative Code, provides in pertinent part, "[i]f access to keys is manually controlled, all access shall be documented in a written log that shall include: [t]he date and time each key is returned."

5. Based on the foregoing, Respondent violated Rule 61D-11.020(5)(e), Florida Administrative Code, by failing to document the date and time each key is returned in a written log.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-052199 is signed this 2nd day of December, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1002 - Cardroom License**		Status **90 Closed**	Status Date	**11/30/2022**
Complaint #	**2022052199**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**SARASOTA KENNEL CLUB, INC**	Responsible	**rsamson - SAMSON, RANDA** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**V-C - Cardroom Violations**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	
Region	**CR - Central Region**	Received	**10/28/2022**
Reference	**61D-11.020(5)(e)**		
Entered	**10/31/2022**	Entered By	**lmuniz**
Summary	**153-Sarasota Kennel Club, Inc. --------- / --------- . Drop Box and Key Control Procedures: On October 27, 2022 during a routine bi-weekly cardroom inspection at Sarasota Kennel Club, it was discovered that a Security Supervisor failed to sign the count, jackpot, drop box, and surveillance keys back in the key log on two (2) occasions.**		
Updated	**11/30/2022 15:24:03**	By	**lmuniz**

☐ Partie ☑ Activitie
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ In pection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Note 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**OCTOBER 31, 2022**	**2022 05 2199**

Respondent:	Complainant:
SARASOTA KENNEL CLUB, INC. **4404 BEE RIDGE ROAD UNIT #26** **SARASOTA, FL** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
153 / 1002	**PERMIT HOLDER**	**OCTOBER 31, 2022**

Period of Investigation:	Type of Report:
OCTOBER 27, 2022 – OCTOBER 31, 2022	**FINAL**

Alleged Violation: **61D-11.019 Internal Controls.**

(2) Failure of any cardroom operator to follow the internal controls once approved by the division shall be a violation of these rules.

SARASOTA KANNEL CLUB, INC. INTERNAL CONTROLS DATED 5/12/2022,
SECTION V - <u>KEY CONTROLS:</u>

(3)(b) Signature of person returning keys as well as the signature of a person who witnesses the returning of the keys.

61D-11.020 Drop Box and Key Control Procedures.

5) If access to keys is manually controlled, all access shall be documented in a written log that shall include:

(a) The justification for access to keys;
(b) The identity of the key and key box;
(c) The occupational license number or employee number of the employee removing the key;
(d) The date and time each key is signed out;
(e) The date and time each key is returned; and
(f) The signatures of at least two persons for each key removed.

Synopsis: On October 27, 2022 during a routine bi-weekly cardroom inspection visit at Sarasota Kennel Club, it was discovered that a security guard failed to log the time the count, jackpot, drop box, and surveillance keys were returned in the key log on two (2) occasions and failed to sign the log on one occasion.

Related Case:
Case # 2022 00 0600 & Case #2022 03 9950

Investigator / Date	Investigator Supervisor / Date
/s/ Randa Samson Randa Samson / October 31, 2022	/s/ C. Derek Washington C. Derek Washington / November 29, 2022

Chief of Investigations / Date

/s/ Steven E. Kogan
Steven Kogan / November 30, 2022

CONTINUATION

On October 27, 2022, at approximately 9:15 AM, I conducted a routine bi-weekly cardroom inspection at **SARASOTA KENNEL CLUB (ONE-EYED JACKS).** While checking the facility's key access log during my cardroom inspection, I found one (1) log entry dated October 25, 2022, that failed to indicate the time four keys were returned to the keys lock box. I also found one log entry dated October 26, 2022, that failed to show the time four keys were returned to the keys lockbox and missing the signature of the person witnessing the return of the keys. Upon further review, I noticed that the surveillance room key, identified as key "D" was not documented in the log when returned to the locked key box **(EXHIBIT #1).**

The facility's key access log is a form that accounts for keys taken from and returned to the keys lock box (drop boxes, jackpot boxes, count room, and surveillance room keys).

Present during my review of the facility's key access log was Cardroom Administrator RHONDA RENEE **LIPP (PMW LIC# 8124889)**

SARASOTA KENNEL CLUB violated the facility's Internal Controls and Florida Rule **61D-11.020 (5)(e)** for not having the signature of the person who witnessed the return of the keys and failing to write in the time keys were returned to the lockbox on October 25, 2022, and October 26, 2022.

A check of the Versa Regulations Enforcement database showed two prior violations against Sarasota for Rule **61D-11.020 (5)(e).** In case # 2022 00 0600, which included other violations, the facility accepted a Consent Order and paid a fine of $1000. In case #2022 03 9950, the facility was issued a verbal warning.

Case Status: Investigation case closed and case referred to Legal for review.

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3. Sarasota's Internal Controls ……1-1
4. Prior Violations ……..1-11

FAQ | Help | Sign Out

VR Home | x | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Se[redacted]ntity Search | Modify License Standing | Maintain License CE Control

Domain **10** [redacted]**f Pari-Mutuel Wagering** Logged in as: **Imuniz**

VR Home [redacted]t Search > Maintain Complaint > **License Home**

Licensee | History | Notes | Notes History | Back

License

Fed Tax #	[redacted]	Lic Type	**1002 - Cardroom License**	Expires On	**06/30/2023**
File #	[redacted]	Name	**SARASOTA KENNEL CLUB, INC.**	Extended To	
License #	[redacted]	Rank	**CLIC - Cardroom Operating License**	Renewed On	
Entity #	[redacted]	Lic Status	**Current**		

Address

Street # [redacted]eet **BRADENTON ROAD**

Line 2

Line 3

City [redacted]A State **FL** Zip **34234**

Routing

Other

1st License Date	**03/22/2022**	Rank Date	**03/22/2022**	Certificate #	
Method	**I-S-1020**	Status Date	**07/14/2008**	Certificate Date	
Fee Exempt	**No**	Birth Date		Renewal Sent	

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
L	153 - Sarasota Kennel	12/11/2006	

Alt Keys

BEST LIC NBR **153**

Get Adobe Reader.

EXHIBIT #1
PAGE 1/1

Key Control

Legend a= drop box contents
b=jackpot contents
c=count room
d=surveil room

2022 November

Date	Name	License #	Key Desc	Sign Out	Name	License #	Key Desc	Sign In
1-Nov								
Witn								
2-Nov								
witn								
3-Nov								
witn								
4-Nov								
witn								
5-Nov								
witn								
6-Nov								
witn								
7-Nov								
witn								
8-Nov								
witn								
9-Nov								
witn								
10-Nov								
witn								
11-Nov								
witn								
12-Nov								
witn								
13-Nov								
witn								
14-Nov								
witn								
15-Nov								
witn								

EXHIBIT #2
PHOTO 1/2

18-Oct	C. Rogers	10559129	ABCD	830	Steve Patterson	7909922	ABC	214
witn	William Hyde	11672478	ABCD	830	Jacob Janssen	13019816	ABC	140 214
19-Oct	C. Rogers	10559129	ABCD	830	Steve Patterson	7909922	ABC	135 2:15
witn	William Hyde	11672478	ABCD	830	E Jackson	7588548	ABC	135 2:15
20-Oct	Dakota Gaskins	12809614	ABCD	830	Steve Patterson	7909922	ABC	135 2:14
Witn	William Hyde	11672478	ABCD	830	Henry Rhodes	12642401	ABC	2:14
21-Oct	Steven Sally	12634905	ABCD	830	MICHAEL GERSTEL	7350701	ABC	1:00 2:25
Witn	William Hyde	11672478	ABCD	830	Robert Miller	10214569	Abc	1:00 2:25
22-Oct	Dakota Gaskins	12809614	ABCD	8:30	Vicki Mai-Capalbo	7572045	ABC	12:25 2:16
Witn	Jacob Janssen	13019816	ABCD	8:30	Henry Rhodes	12642401	ABC	2:16
23-Oct	Steven Sally	12634905	ABCD	1000	Lee Strauss	10363294	ABC	12:00 12 15
witn	Jacob Janssen	13019816	ABCD	10:00	E Jackson	7588548	ABC	1200 12 15
[illegible]ct	Shann Sisson	11612812	ABCD	8:30	Vicki Mai Capalbo	7572045	ABC	12:45 2:16
witn	William Hyde	11672478	ABCD	8:30	Henry Rhodes	12642401	ABC	2:16
25-Oct	Shann Sisson	11612812	ABCD	8:30	Steve Patterson	7909922	ABC	120
witn	William Hyde	11672478	ABCD	8:30	[illegible]	✓ ✓	✓	✓
26-Oct	C. Rogers	10559129	ABCD	830	Bart Warren	8694303	ABC	1:00 221
witn	William Hyde	11672478	ABCD	830		✓ ✓	✓	✓
27-Oct	Dakota Gaskins	12809614	ABCD	8:30				
witn	William Hyde	11672478	ABCD	8:30				
28-Oct								
witn								
29-Oct								
witn								
30-Oct								
witn								
31-Oct								

EXHIBIT #2
PHOT 2/2

Internal Controls

Section V
Key Controls

All keys considered sensitive to the Poker Department are under ledger control in the custody of a department or individual independent of the function or purpose for which the keys are used. If an emergency or repair situation occurs, the same procedures will be used. The card room operator's security department shall receive all locks and keys. A master locksmith or similarly qualified card room operator employee shall install all locks.
Key control ledgers have provisions for:

1. Date. ___
2. Time of issue and return. ___
   Identity of the of key and key box.___
   Justification for access to keys.____
3. Employee occupational license number.____
   a. Signature of person obtaining key as well as the signature of a person who witnessed the obtaining of the keys. ___
   b. Signature of person returning key as well as the signature of a person who witnesses the returning of the keys. ___
   c. There are two key control boxes. Key control box #1 is in security office (located on the first floor) and key control box #2 is outside of the surveillance room (located on second floor outside of poker room).
   d. Day time security will have access to the count room keys and drop box content keys.
   Night time security has access to drop box removal keys and count room keys.
   At no time will any individual possess access to drop removal and drop box contents keys.___
4. List of individuals authorized to receive the keys; approved by the Gaming Manager. ___

A. Count Room Keys

The poker drop count (soft count) is conducted in the card count room. The keys to the count room are secured and controlled by the Security staff and kept in the security key box #1. ___

B. Drop Box Removal Keys

Drop box removal keys are secured in key control box #2. The drop box removal keys are issued only to night time security/management.___

C. Drop Box Contents Keys

Drop box contents keys are secured in key control box #1. The drop box contents keys are issued only to a member of the count team: the count team member authorized to access this key shall be the designated count team supervisor/ recorder. _

D. Card Room Vault Keys

The key to the card room vault will be secured in key control box #2. The key to the locked box is in the custody of the Gaming Manager, Shift Boss, or Tournament Director. Only Security, the Gaming Manager, Shift Boss, Tournament Director, or Admin. Assist. are authorized to sign out the key to the card room vault.

E. Duplicate Keys

All duplicate keys will be accounted for and locked with the original keys. ___

FILED
Department of Business and Professional Regulation
Senior Deputy Agency Clerk
CLERK Brandon Nichols
Date 3/15/2022
File # 2022-02172

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

DEPARTMENT OF BUSINESS
AND PROFESSIONAL REGULATION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. DBPR Case No.: 2022-000600

SARASOTA KENNEL CLUB, INC.,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("Division"), and Sarasota Kennel Club, Inc. ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Pari-Mutuel Wagering and Cardroom permit and license, number 153-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of DBPR Case Number 2022-000600, alleging that:

a. On January 4, 2022, Respondent was in violation of Rule 61D-11.0175(7), Florida Administrative Code, by failing to have all count team members enter the count room as a group.

b. On January 4, 2022, Respondent was in violation of Rule 61D-11.0175(5)(c), Florida Administrative Code, by failing to require employees in the count room conducting the count to have outer garments that were in good condition and completely closed.

c. On January 4, 2022, Respondent was in violation of Rule 61D-11.012(8), Florida Administrative Code, by allowing an employee to enter the cashier cage who was not on the authorized access list.

d. On January 4, 2022, Respondent was in violation of Rule 61D-11.020(5)(c), Florida Administrative Code, by failing to document that date and time each key is returned in a written log.

3. Aggravation: This Consent Order was entered into in consideration of Respondent's previous disciplinary history, including:

a. One prior violation of Rule 61D-11.0175(5)(c), Florida Administrative Code, in DBPR Case Number 2021-054913.

b. One prior violation of Rule 61D-11.012, Florida Administrative Code, in DBPR Case Number 2021-056753.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

4. The Division has jurisdiction over this matter and the Parties.

5. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

6. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor

has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

7. This Consent Order is enforceable under Section 120.69, and Chapter 550, Florida Statutes, as a final agency action.

8. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

9. The Parties acknowledge and agree that this Consent Order constitutes the final order in this case, and they also acknowledge and agree to waive any further administrative and judicial review.

10. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

11. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

12. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **ONE THOUSAND DOLLARS ($1,000.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a cashier's check, certified check or money order, made payable to the Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering. (NO PERSONAL CHECKS).** Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

13. Respondent must mail this Consent Order and the payment to: **Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering, 2601 Blair Stone**

Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming. Please note DBPR Case Number 2022-000600 on the face of the check.

14. The Parties acknowledge and agree that this Consent Order is subject to the approval of the Director of the Division of Pari-Mutuel Wagering or other authorized agent of the Department of Business and Professional Regulation ("Director"). The Consent Order will have no force and effect unless signed by the Parties. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

15. Upon the Division's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

16. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Director to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Director not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Director shall not unfairly or illegally prejudice the Director from further participation, consideration, or resolution of these proceedings.

17. This Consent Order may be signed in counterparts, and copies shall be treated as original.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

Respondent, SARASOTA KENNEL CLUB, INC. agrees and consents to the terms and conditions of this Stipulation and Consent Order in DBPR Case Number 2022-000600, this ____ day of FEBRUARY ___, 2022.

SARASOTA KENNEL CLUB, INC.
Respondent

Signed on behalf of
Sarasota Kennel Club, Inc. by:

JACK COLLINS JR
Printed Name

PRES
Title

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this ____ day of FEBRUARY ___, 2022, by JACK B. COLLINS JR. ___, who is personally known to me or who produced the following as identification: _____

TAMMY M. ANDERSON-PERKINS

Notary Public

My commission expires: March 25, 2023

Notary Public State of Florida
Tammy M Anderson-Perkins
My Commission GG 955805
Expires 03/25/2023

EXHIBIT #4
PAGE 5/11

This Stipulation and Consent Order in DBPR Case Number 2022-000600 is APPROVED for legal sufficiency this 1 day of March, 2022.

MARC TAUPIER, CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Department of Business and Professional Regulation

ORDER

IT IS HEREBY ORDERED THAT:

The foregoing Stipulation and Consent Order shall constitute the agreed resolution of this matter and the Final Order of the Division in DBPR Case Number 2022-000600, once it is filed with the Agency Clerk.

DONE AND ORDERED this 14 day of March, 2022, in Tallahassee, Florida.

LOUIS TROMBETTA, DIRECTOR
Division of Pari-Mutuel Wagering
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32399-1035

EXHIBIT #4
PAGE 6/11

CERTIFICATE OF SERVICE

I hereby certify this 15th day of March ,, 2022, that a true copy of the foregoing has been furnished by U.S. mail to:

Sarasota Kennel Club, Inc.
c/o Gary Rutledge, Esquire
Rutledge-Ecenia, P.A.
P.O. Box 551
Tallahassee, Florida 32302-0551

Brandon M. Nichols

AGENCY CLERK'S OFFICE
Department of Business and Professional Regulation

EXHIBIT #4
PAGE 7/11

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**08/29/2022**
Complaint #	**2022039950**	Case Type	**CMP - Complaint**	Disposition	**100 No Action Taken**	Disposition Date	**08/29/2022**
Docket#		Respondent	**SARASOTA KENNEL CLUB, INC.**	Responsible	**rsamson - SAMSON, RANDA**		**Public 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	**08/05/2022**
Region	**CR - Central Region**	Received	**08/17/2022**
Reference	**61D-11.020(5)(f)**		
Entered	**08/17/2022**	Entered By	**lmuniz**
Summary	**08/29/2022 - A check of the Versa Regulation Enforcement database showed no prior violations, therefore, a verbal warning was given. ---------- / ---------- . 153-Sarasota Kennel Club, Inc. --------- / ---------- . Drop Box and Key Control Procedures: On August 15, 2022, during a routine bi-weekly cardroom inspection, at SARASOTA KENNEL CLUB, I found the key access log did not include the signatures of at least two people when four keys were removed.**		
Updated	**08/29/2022 15:29:16**	By	**lmuniz**

☐ 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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EXHIBIT #4
PAGE 8/11

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	**CENTRAL**	**AUGUST 17, 2022**	**2022 03 9950**

Respondent:	Complainant:
SARASOTA KENNEL CLUB, INC. **4404 BEE RIDGE ROAD UNIT #26** **SARASOTA, FL** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
153 / 1002	**PERMIT HOLDER**	**AUGUST 17, 2022**

Period of Investigation:	Type of Report:
AUGUST 15, 2022 – AUGUST 17, 2022	**FINAL**

Alleged Violation: **61D-11.020 Drop Box and Key Control Procedures.**

(5) If access to keys is manually controlled, all access shall be documented in a written log that shall include:

(f) The signatures of at least two persons for each key removed.

Synopsis: On August 15, 2022, during a routine bi-weekly cardroom inspection, at **SARASOTA KENNEL CLUB, INC.** I found the key access log did not include two signatures when four keys were removed.

Related Case:

Investigator / Date	Investigator Supervisor / Date
/s/ Randa Samson Randa Samson / August 17, 2022	/s/ C. Derek Washington C. Derek Washington / August 29, 2022

Chief of Investigations / Date

/s/ Steven E. Kogan
Steven Kogan / August 29, 2022

EXHIBIT #4
PAGE 9/11

CONTINUATION

On August 15, 2022, at approximately 11:34 AM, I conducted a routine cardroom inspection at **SARASOTA KENNEL CLUB (ONE-EYED JACKS).** While reviewing the facility's key access log during my inspection, I found one log entry dated August 5, 2022, showing 4 keys removed without the signatures of at least two people for each key taken from the lock box as required by the above-cited rule. **(EXHIBIT #2)**

The facility's key access log is a form that accounts for keys taken from the keys lock box for the drop boxes, jackpot boxes, count room, and surveillance room keys.

Present during my review of the facility's key access log was Poker Room Director **RYAN R CARTER (PMW LIC #7616143)** and Cardroom Administrator **RHONDA RENEE LIPP (PMW LIC# 8124889).**

A photo of their key access log was taken and included as **EXHIBIT #2.**

Sarasota violated F.A.C. Rules: **61D-11.020 (f) (5)** for not having the signatures of at least two people for each key removed from the lock box on August 5, 2022.

A check of the Versa Regulation Enforcement database showed no prior violations, therefore, a verbal warning was given.

Status: Investigations case closed.

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET ……..1-1

II. INVESTIGATIVE REPORT ……..1-3

III. EXHIBITS

1. License……1-1
2. Photo of Key Access log……..1-1

EXHIBIT #4
PAGE 11/11

Lic Type	**1002 - Cardroom License**			Status	**20 Under Investigation**	Status Date	**10/31/2022**
Complaint #	**2022052199**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**SARASOTA KENNEL CLUB, INC.**	Responsible	**rsamson - SAMSON, RANDA**		**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	
Region	**CR - Central Region**	Received	**10/28/2022**
Reference	**61D-11.020(5)(e)**		
Entered	**10/31/2022**	Entered By	**lmuniz**
Summary	**153-Sarasota Kennel Club, Inc. --------- / --------- . Drop Box and Key Control Procedures: On October 27, 2022 during a routine bi-weekly cardroom inspection at Sarasota Kennel Club, it was discovered that a Security Supervisor failed to sign the count, jackpot, drop box, and surveillance keys back in the key log on two (2) occasions.**		
Updated	**10/31/2022 09:33:13**	By	**lmuniz**

☐ 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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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 October 25th & 26th 2022

☐ PMW ☒ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: SARASOTA KENNEL CLUB, INC. **LIC #:** 153

RESPONDENT

NAME: SARASOTA KENNEL CLUB, INC.		
Address: 4404 Bee Ridge Road, Unit #26, Sarasota, FL 34233		[redacted]
LIC #: 153	**LIC TYPE:** 1002	**OCCUPATION:** PERMIT HOLDER

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **61D-11.020 Drop Box and Key Control Procedures.**

(5) If access to keys is manually controlled, all access shall be documented in a written log that shall include:
(e) The date and time each key is returned; and

DESCRIPTION: On October 27, 2022 during a routine bi-weekly cardroom inspection at Sarasota Kennel Club, it was discovered that a Security Supervisor failed to sign the count, jackpot, drop box, and surveillance keys back in the key log on two (2) occasions.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Randa Samson		10/27/2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Washington, Derek
Sent: Friday, October 28, 2022 12:43 PM
To: Muniz, Luz
Cc: Samson, Randa
Subject: OCR SARASOTA KENNEL CLUB INC 10 27 2022
Attachments: OCR SARASOTA KENNEL CLUB INC 10 27 2022.docx

Hello Luz,
Attached is an OCR for cardroom violation case, please assign to Randa.

Thanks
Derek

FAQ | Help | Sign Out

VR Home | [redacted] | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Se[redacted] Search | Modify License Standing | Maintain License CE Control

Domain **10** [redacted]**ari-Mutuel Wagering** Logged in as: **Imuniz**

VR Home [redacted]**arch** > Maintain Complaint > **License Home**

License

Fed Tax # [redacted] ic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # [redacted] Name **SARASOTA KENNEL CLUB, INC.** Extended To

License # [redacted] Rank **CLIC - Cardroom Operating License** Renewed On

Entity # [redacted] c Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # [redacted] **BRADENTON ROAD**

Line 2

Line 3

City [redacted] State **FL** Zip **34234**

outing

Other

1st License Date **03/22/2022** Rank Date **03/22/2022** Certificate #

Method **I-S-1020** Status Date **07/14/2008** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
L	153 - Sarasota Kennel	12/11/2006	

Alt Keys

BEST LIC NBR **153**

Get Adobe Reader.

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Sanford Orlando Kennel Club, Inc., Case No. 2022-043887; Consent Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by Sanford Orlando Kennel Club, Inc. ("Respondent") to resolve Case No. 2022-043887. Pursuant to the terms of the proposed order, Respondent would be issued a $1,000 fine for violating section 550.105(2)(a)3, Florida Statutes.

Background

On or about September 2, 2022, it was discovered that Respondent allowed an individual to have access to the mutuels machines without a valid occupational license. Respondent has no prior violations of section 550.105(2)(a)3, Florida Statutes.

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 550.105, Florida Statutes, or any rules adopted pursuant to that section.[1]

Section 550.105(2)(a)3, Florida Statutes, requires a General Occupational License for "any employee with access to mutuels machines."

Because Respondent allowed an individual to have access to the mutuels machines without a valid occupational license, it is subject to an administrative fine of up to $1000.

[1] § 550.105(5)(e), Fla. Stat.

Staff Recommendation: The Florida Gaming Control Commission should adopt the settlement and consent order in cased number 2022-043887.

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.: 2022-043887

SANFORD ORLANDO KENNEL CLUB, INC.,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Sanford Orlando Kennel Club, Inc. ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Pari-Mutuel Wagering permit and license, number 152-1001, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-043887, alleging that on September 2, 2022, Respondent was in violation of Section 550.105(2)(a)3, Florida Statutes, by allowing an individual to have access to the mutuels machines without a valid occupational license.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **ONE THOUSAND DOLLARS ($1,000.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-**

Mutuel Wagering (NO PERSONAL CHECKS). Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

11. Respondent must mail this Consent Order and the payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-043887 on the face of the payment.

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

15. This Consent Order may be signed in counterparts, and copies shall be treated as original.

16. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

17. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, **SANFORD ORLANDO KENNEL CLUB, INC.**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 21 day of November, 2022.

SANFORD ORLANDO KENNEL CLUB, INC.,
Respondent

Signed on behalf of Sanford Orlando Kennel Club, Inc. by:

Mitchell Cohen
Printed Name

General Manager
Title

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 21 day of November, 2022, by Mitchell Cohen, who is personally known to me or who produced the following as identification: FL Drivers License

Notary Public

Connor Dressler
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG973664
Expires 3/26/2024

My commission expires: 3/26/2024

APPROVED this 19 day of January, 2023

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 10/27/2022
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.: 2022-043887

SANFORD ORLANDO KENNEL CLUB, INC.,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Sanford Orlando Kennel Club, Inc. ("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 permit and license, number 152-1001, issued by Petitioner.

3. On or about September 2, 2022, Respondent allowed an individual to have access to the mutuels machines without a valid occupational license.

4. Section 550.105(2)(a)3, Florida Statutes, requires a General Occupational License for "any employee with access to mutuels machines."

5. Based on the foregoing, Respondent violated Section 550.105(2)(a)3, Florida Statutes, by allowing an individual to have access to the mutuels machines without a valid occupational license.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Section 550.105, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-043887 is signed this 25th day of October, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1001 - Permitholder Application for Annual Licen e and Operating Day**	Status	**90 Closed**	Status Date	**10/13/2022**
Complaint #	**2022043887**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Respondent	**SOKC, LLC**	Responsible	**bjones - JONES, BRADFORD** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INET - Internet**	Priority	
Class'n	**IIID - Unauthorized Entry/Unlicensed Personnel**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/02/2022**
Region	**CR - Central Region**	Received	**09/08/2022**
Reference	**550.105(1)(4) / 61D-2.005**		
Entered	**09/09/2022**	Entered By	**lmuniz**
Summary	**152-SOKC, LLC - Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines./ Possession of License: On September 2, 2022, during a routine facility visit at SANFORD ORLANDO KENNEL CLUB, I observed JOSPEH LAROCCA, working on #703 Flip Bet Jet ticket machine during normal operating hours without a valid Individual Occupational License. He had not applied for a PMW license as required by the above listed rule.**		
Updated	**10/14/2022 10:31:43**	By	**lmuniz**

Parties | Activities | Allegations | Discipline | Violation | Compliance | Related | Di po ition | In pection | Co t | Time Tracking | Auto A ign | Attachment | Hi tory | Work Note | Print Report

35 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: 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	**CENTRAL**	**SEPTEMBER 8, 2022**	**2022 04 3887**

Respondent:	Complainant:
SANFORD ORLANDO KENNEL CLUB, INC. **301 DOG TRACK ROAD** **LONGWOOD, FLORIDA 32750** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 WEST COMMERCIAL BOULEVARD, SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
152 / 1000	**PERMIT HOLDER**	**SEPTEMBER 17, 2022**

Period of Investigation:	Type of Report:
SEPTEMBER 2, 2022 – SEPTEMBER 17, 2022	**Final**

Alleged Violation: **550.105 Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines.—**

(1) Each person connected with a racetrack or jai alai fronton, as specified in paragraph (2)(a), shall purchase from the commission an occupational license. All moneys collected pursuant to this section each fiscal year shall be deposited into the Pari-mutuel Wagering Trust Fund. Pursuant to the rules adopted by the commission, an occupational license may be valid for a period of up to 3 years for a fee that does not exceed the full occupational license fee for each of the years for which the license is purchased. The occupational license shall be valid during its specified term at any pari-mutuel facility.

(4) 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.

61D-2.005 Violations: 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, Florida Statutes, or the rules promulgated thereunder, nor shall he/she commit any such act on his/her own.

Synopsis: On September 2, 2022, during a routine facility visit at **SANFORD ORLANDO KENNEL CLUB (SOKC)**, I observed **JOSPEH LAROCCA**, working as a Mutuel Teller during normal operating hours without a valid Individual Occupational License.

Related Case(s): 2019 04 1898, 2020 04 3332, & 2020 05 3552

Investigator / Date	Investigator Supervisor / Date
/s/ *Lee Ann Rounds* Lee Ann Rounds / September 17, 2022	/s/ *C. Derek Washington* C. Derek Washington / October 5, 2022

Chief of Investigations / Date

Bradford D. Jones
Bradford D. Jones for
Steven Kogan / October 13, 2022

CONTINUATION

On September 2, 2022, at approximately 2:55 PM, during a routine facility visit, I observed **JOSEPH LAROCCA** working on Mutuel Teller machine #703 as I approached the ticket counter to check the employees' state licenses. **LAROCCA** was sitting on a bar stool in front of the machine, as he was working on it, and Mutuel Teller Mary McGrew (PMW Lic. #53560 – Exp. June 30, 2024) was standing next to him. When I requested to see their licenses, McGrew provided hers and said that **LAROCCA** was in training and observing. She then stated that **LAROCCA** did not have a PMW license. I asked **LAROCCA** if he was working and getting paid. He said yes. I then asked him if he had a state PMW license, and he stated no.

At approximately 3:00 PM that same day, I spoke with **SOKC** General Manager, Mitchell Cohen (PMW Lic. #10985523 – Exp. June 30, 2024) concerning **LAROCCA's** status. He said **LAROCCA** came in that morning to complete some paperwork, and then they sent him upstairs to observe, which he thought was okay. He stated he had no intentions for **LAROCCA** to be punching a machine or tickets. He said he would not have **LAROCCA** back until he received his PMW license.

While in the office at **SOKC**, I observed **LAROCCA** being fingerprinted and was informed this was the first time he had gotten fingerprinted. I was further advised that **LAROCCA** had completed the state application for a license but had not completed the rest of the process.

As per VERSA, **LAROCCA's** licensure status is currently listed as "Applicant." As per records obtained from the OnBase imaging system, **LAROCCA** signed and dated his Occupational License Application on September 2, 2022, the same day of my facility visit. On his application **LAROCCA** answered "yes" to the question concerning prior convictions. He listed a 2012 conviction for Petit Larceny in Orange County, Florida for which he also listed a sentence of 1 year of Probation. On September 12, 2022 a Deficiency Letter was sent to **LAROCCA** requesting disposition information related to three arrests that were not noted on his application. As noted on **LAROCCA's** FDLE Criminal History Report, all of the arrests were for thefts, two of which were in Florida and one occurred in the state of New York; each arrest resulted in subsequent convictions. There was no listing of an arrest/conviction in 2012 **(EXHIBIT #5).**

Conclusion: SANFORD ORLANDO KENNEL CLUB violated the above-cited Florida Statute and Rule by allowing an unlicensed person to work as a Mutuel Teller. A check of the VERSA database shows that this is the facility's 4th violation of this rule. Case #2019 04 1898 resulted in a Consent Order with a $500.00 fine. Case #2020 04 3332 was disposed with a Consent Order that included a $1,500.00 fine, and case #2020 05 3552 was closed with a Consent Order which contained a $500.00 fine.

Status: Investigations case closed and forwarded to Legal for review.

CONTINUATION

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III. EXHIBITS

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3. LAROCCA, JOSEPH VERSA Record 1-1
4. Prior Cases 1-3
5. LAROCCA Application and Related Documents……..1-12

Licensee | History | Notes | Notes History | Back

License

Fed Tax #	[redacted]	Lic Type	**1001 - Permitholder Annual Lic & Operating Day**	Expires On	**06/30/2023**
File #	**47**	Name	**SOKC, LLC**	Extended To	
License #	**152**	Rank	**PLIC - Prmthldr App for Ann Lic and Oprtng Days**	Renewed On	
Entity #	**152**	Lic Status	**Current**		

Address

Street # **301** Street **DOG TRACK ROAD**

Line 2

Line 3

City **LONGWOOD** State **FL** Zip **32750**

Routing

Other

1st License Date	**03/22/2022**	Rank Date	**03/22/2022**	Certificate #	
Method	**I-S-1020**	Status Date	**06/24/2002**	Certificate Date	
Fee Exempt	**No**	Birth Date		Renewal Sent	

Select

Action ▼

X

Modifiers

Type	Modifier	Effective Date	Additional Info
I	GHND - Greyhound	06/24/2002	
L	152 - Sanford-Orlando Kennel Club, Inc.	04/08/2004	

DBA Name

DBA **Sanford-Orlando Kennel Club**

Alt Keys

BEST LIC NBR **PLI152**

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Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2024**

File # **64111** Name **COHEN, MITCHELL** Extended To

License # **10985523** Rank **PIND - Professional Individual Occupational** Renewed On **05/25/2021**

Entity # **10985523** Lic Status **Current**

Address

Street # **10006** Street **TULLER LOOP APT 6-306**

Line 2

Line 3

City **WINTER GARDEN** State **FL** Zip **34787**

Routing

Other

1st License Date **07/19/2018** Rank Date **05/25/2021** Certificate #

Method **I-S-1024** Status Date **07/19/2018** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	ODS - Officer/Director/Shareholder	01/20/2016	
I	GHND - Greyhound	01/20/2016	
L	152 - Sanford-Orlando Kennel Club, Inc.	02/03/2016	
Y	3YR - 3 Year License	01/20/2016	

Alt Keys

BEST LIC NBR **10985523**

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License

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expires On

File # **101684** Name **LaRocca, Joseph** Extended To

License # Rank Renewed On

Entity # **13322447** Lic Status **Applicant**

Licensee | History | Notes | Notes History | Back

Address

Street # **4113** Street **HAMPSHIRE VILLAGE CT**

Line 2

Line 3

City **ORLANDO** State **FL** Zip **32822**

Routing

Other

1st License Date Rank Date Certificate #

Method **- -** Status Date Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
No items found.			

Alt Keys

BEST LIC NBR

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Lic Type	**1001 - Permitholder Application for Annual License and Operating Day**			Status	**90 Closed**	Status Date	**02/18/2021**
Complaint #	**2020053552**	Case Type	**CMP - Complaint**	Disposition	**250 Consent Order**	Disposition Date	**02/18/2021**
Docket#		Respondent	**SOKC, LLC**	Responsible	**eleiva - ALVARADO, EMILY**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**IIID - Unauthorized Entry/Unlicensed Personnel**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**11/19/2020**
Region	**CR - Central Region**	Received	**11/20/2020**
Reference	**550.105(2)(a) & 61D-2.005**		
Entered	**11/20/2020**	Entered By	**lmuniz**
Summary	**2/18/21 - Consent Order Filed: $500 Fine Imposed and Paid. 2/16/21 - CO signed by the director and taken to AGC Clerk for filing. 2/15/2021 - Wells Fargo Cashier's Check # 0000167840 = $2000 received. $500 is applied to this case. 2/3/2021 - Signed consent order received and provided to D. Fleming and P. Broadway for further handling. 152-SOKC, LLC ---------- / ---------- . Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines.& Violations: During a routine facility visit at Sandford-Orlando Kennel Club on November 19, 2020, it was discovered that Laurie Marie Knudsen (PMW Lic. #10645523- Exp 06/30/2020) was working as a mutel teller with an expired license. This is a direct violation of above statues.**		
Updated	**02/22/2021 12:40:46**	By	**pbroadway**

☐ Parties ☑ Activities
☑ Allegations ☑ Discipline
☐ Violations ☑ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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EXHIBIT #4
PAGE 1/3

Lic Type	**1001 - Permitholder Application for Annual License and Operating Day**			Status	**90 Closed**	Status Date	**02/18/2021**
Complaint #	**2020043332**	Case Type	**CMP - Complaint**	Disposition	**250 Consent Order**	Disposition Date	**02/18/2021**
Docket#		Respondent	**SOKC, LLC**	Responsible	**eleiva - ALVARADO, EMILY**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	**2**
Class'n	**IIID - Unauthorized Entry/Unlicensed Personnel**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**08/28/2020**
Region	**CR - Central Region**	Received	**09/03/2020**
Reference	**550.105**		
Entered	**09/03/2020**	Entered By	**dcastillo**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Summary: **2/18/21 - Consent Order Filed: $1500 Fine Imposed and Paid. 2/16/21 - CO signed by the director and taken to AGC Clerk for filing. 2/15/2021 - Wells Fargo Cashier's Check # 0000167840 = $2000 received. $1500 is applied to this case. 2/3/21 - Check is to be sent next week per email received. 2/3/2021 - Signed consent order received and has been provided to D. Fleming & P. Broadway for further handling. 9/11/2020 Received in legal. On 9/14/2020, assigned to J. Ravelo and sent to E. Saccomanno for drafting. 9/11/2020 ROI sent to Legal. * 152 - SANFORD-ORLANDO KENNEL CLUB, LLC * Unlicensed Personnel - During a routine facility visit at SANFORD-ORLANDO KENNEL CLUB, LLC, on August 28, 2020, I found three employees working without a current valid PMW license. Employee LINDA BARTZ (PMW LIC# 11395560) was working at the entranceway into the building selling racing program books, ALIA LINHART, and VICTORIA SEALS, two new employees of SANFORD-ORLANDO KENNEL CLUB had been allowed to work as mutual tellers without being licensed.**

Updated **02/22/2021 12:35:36** By **pbroadway**

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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: **dwashingto**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1001 - Permitholder Application for Annual License and Operating Day**			Status	**90 Closed**	Status Date	**03/18/2020**
Complaint #	**2019041898**	Case Type	**CMP - Complaint**	Disposition	**250 Consent Order**	Disposition Date	**03/18/2020**
Docket#		Respondent	**SOKC, LLC**	Responsible	**dgarvey - GARVEY, DARRELL**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	**2**
Class'n	**IIID - Unauthorized Entry/Unlicensed Personnel**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**08/12/2019**
Region	**CR - Central Region**	Received	**08/12/2019**
Reference	**61D-2.005**		
Entered	**08/14/2019**	Entered By	**dcastillo**
Summary	**3/18/2020 - Consent Order Filed: $500 Penalty Imposed and Paid. 3/17/2020 - Consent Order signed by Director and sent to AGC Clerk for filing. 3/5/2020 - SOKC, LLC Check # 024810 = $500 and Consent Order Received. 8/16/2019 ROI sent to Legal. * 152 - Sanford-Orlando Kennel Club * Animal Welfare - On August 12, 2019, during a routine facility inspection at the Sanford-Orlando Kennel Club (SOKC), I discovered an unlicensed kennel helper named Walter Lawson working in a restricted area.**		
Updated	**04/01/2020 15:06:42**	By	**dfleming**

Parties | Activities
Allegations | Discipline
Violations | Compliance
Related | Disposition
Inspection
Costs
Time Tracking | Auto Assign
Attachments | History
Work Notes | Print Report

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EXHIBIT #4
PAGE 3/3

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

September 19, 2022

Mr. Joseph Larocca
4113 Hampshire Village Courtt
Orlando, Florida 32822

RE: Application No. 188602, Entity 13322447
1022 - PMW General Individual Occupational

Dear Mr. Larocca:

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 **and** provide court disposition records for the following charges:
  - Orange County, Florida Arrest(s) – 11/12/2008, 12/06/2008
  - New York County, New York Arrest(s) – 05/23/1982

  Note: If you cannot obtain the requested court disposition 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.

- Any individual or business applicant may request a waiver of disqualifying factors in an application that would otherwise be grounds for denial. DBPR PMW 3180 - Request for Waiver and DBPR PMW-3195 - Request for Release of Information and Authorization to Release Information (forms enclosed). The Division will process a request for waiver upon receipt of a complete application.

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 have an outstanding balance and would like to submit your payment by telephone, please call 850.488.3211.

OFFICE OF OPERATIONS
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399

EXHIBIT #
PAGE #3

If you fail to provide the Florida Gaming Control Commission with a complete application by 2/8/2023, 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.

Checks or money orders should be made payable to the Florida Gaming Control Commission or FGCC. **Return the missing document and/or information to the address provided above, attention Office of Operations.** If you have any questions please call 850.488.3211.

Thank you,

Jonathan Dye
Operations Review Specialist

Lic Type	**1001 - Permitholder Application for Annual License and Operating Day**	Status	**20 Under Investigation**	Status Date	**09/09/2022**
Complaint #	**2022043887**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**SOKC, LLC**	Responsible	**lmoore - ROUNDS, LEEANN** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INET - Internet**	Priority	
Class'n	**IIID - Unauthorized Entry/Unlicensed Personnel**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/02/2022**
Region	**CR - Central Region**	Received	**09/08/2022**
Reference	**550.105(1)(4) / 61D-2.005**		
Entered	**09/09/2022**	Entered By	**lmuniz**
Summary	**152-SOKC, LLC - Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines./ Possession of License: On September 2, 2022, during a routine facility visit at SANFORD ORLANDO KENNEL CLUB, I observed JOSPEH LAROCCA, working on #703 Flip Bet Jet ticket machine during normal operating hours without a valid Individual Occupational License. He had not applied for a PMW license as required by the above listed rule.**		
Updated	**09/09/2022 11:18:44**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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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 2, 2022**

☒ PMW	☐ Cardroom	☐ Slot	☒ Violation	☐ Incident	☐ Complaint

FACILITY NAME: SOKC, LLC **LIC #:** 152

RESPONDENT

NAME: SOKC, LLC		
Address: 301 Dog Track Road, Longwood, Florida 32750		Tel #: 407-831-1600
LIC #: 152	**LIC TYPE:** 1001	**OCCUPATION:** PERMIT HOLDER

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): 550.105 Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines.—

(1) Each person connected with a racetrack or jai alai fronton, as specified in paragraph (2)(a), shall purchase from the commission an occupational license. All moneys collected pursuant to this section each fiscal year shall be deposited into the Pari-mutuel Wagering Trust Fund. Pursuant to the rules adopted by the commission, an occupational license may be valid for a period of up to 3 years for a fee that does not exceed the full occupational license fee for each of the years for which the license is purchased. The occupational license shall be valid during its specified term at any pari-mutuel facility.

(4) 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.

61D-2.005 Violations.

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, Florida Statutes, or the rules promulgated thereunder, nor shall he/she commit any such act on his/her own.

DESCRIPTION:. On September 2, 2022, during a routine facility visit at **SANFORD ORLANDO KENNEL CLUB**, I observed **JOSPEH LAROCCA**, working on #703 Flip Bet Jet ticket machine during normal operating hours without a valid Individual Occupational License. He had not applied for a PMW license as required by the above listed rule.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Lee Ann Rounds	*Lee Ann Rounds*	09/07/2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Washington, Derek
Sent: Thursday, September 8, 2022 12:00 PM
To: Muniz, Luz
Cc: Rounds, LeeAnn
Subject: OCR SOKC 09022022
Attachments: OCR SOKC 09022022.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Luz,
Attached is an OCR for a Track violation, please assign to Lee Ann.

Thanks
Derek

Licensee | History | Notes | Notes History | Back

License

Fed Tax #	[redacted]	Lic Type	**1001 - Permitholder Annual Lic & Operating Day**	Expires On	**06/30/2023**
File #		Name	**SOKC, LLC**	Extended To	
License #		Rank	**PLIC - Prmthldr App for Ann Lic and Oprtng Days**	Renewed On	
Entity #		Lic Status	**Current**		

Address

Street # [redacted]et **DOG TRACK ROAD**

Line 2

Line 3

City [redacted]D State **FL** Zip **32750**

Routing

Other

1st License Date	**03/22/2022**	Rank Date	**03/22/2022**	Certificate #	
Method	**I-S-1020**	Status Date	**06/24/2002**	Certificate Date	
Fee Exempt	**No**	Birth Date		Renewal Sent	

Select

Action ▼

X

Modifiers

Type	Modifier	Effective Date	Additional Info
I	GHND - Greyhound	06/24/2002	
L	152 - Sanford-Orlando Kennel Club, Inc.	04/08/2004	

DBA Name

DBA **Sanford-Orlando Kennel Club**

Alt Keys

BEST LIC NBR **PLI152**

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MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Daytona Beach Kennel Club, Inc., Case No. 2022-046021; Consent Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by Daytona Beach Kennel Club, Inc. ("Respondent") to resolve Case No. 2022-046021 Pursuant to the terms of the proposed order, Respondent would be issued a $250 fine for violating rule 61D-11.0251(1)(d)2, Florida Administrative Code.

Background

On or about September 19, 2022, it was discovered that Respondent failed to record the name of the employee providing access to an unlicensed person to a secured area. Respondent has no prior violations of rule 61D-11.0251(1)(d)2, Florida Administrative Code.

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 849.086, Florida Statutes, or any rules adopted pursuant to that section.[1]

Rule 61D-11.0251(1)(d)2, Florida Administrative Code, requires that "[t]he full name of the security officer or employee conducting the escort" of an unlicensed person be recorded.

Because Respondent failed to record the name of the employee providing access to an unlicensed person to a secured area, it is subject to an administrative fine of up to $1000.

[1] § 849.086(14)(c), Fla. Stat.

Staff Recommendation: The Florida Gaming Control Commission should adopt the settlement and consent order in cased number 2022-046021.

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.: 2022-046021

DAYTONA BEACH KENNEL CLUB, INC.,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Daytona Beach Kennel Club, Inc. ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Cardroom permit and license, number 143-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-046021, alleging that on September 19, 2022, Respondent was in violation of Rule 61D-11.0251(1)(d)2, Florida Administrative Code, by failing to record the full name of the security officer or employee providing access to an unlicensed person to secured areas.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **TWO HUNDRED FIFTY DOLLARS ($250.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-**

Mutuel Wagering (NO PERSONAL CHECKS). Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

11. Respondent must mail this Consent Order and the payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-046021 on the face of the payment.

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

15. This Consent Order may be signed in counterparts, and copies shall be treated as original.

16. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

17. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, **DAYTONA BEACH KENNEL CLUB, INC.**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 14th day of December, 2022.

DAYTONA BEACH KENNEL CLUB, INC., Respondent

Signed on behalf of Daytona Beach Kennel Club, Inc. by:

Fred Guzman
Printed Name

President
Title

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14th day of December, 2022, by Fred Guzman, who is personally known to me or who produced the following as identification: _____

Nancy B Burgin
Notary Public

My commission expires:

Notary Public State of Florida
Nancy B Burgin
My Commission
HH 191916
Exp.10/27/2025

APPROVED this 19 day of January, 2023

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 12/07/2022
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.: 2022-046021

DAYTONA BEACH KENNEL CLUB, INC.,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Daytona Beach Kennel Club, Inc. ("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 permit and license, number 143-1002, issued by Petitioner.

3. On or about September 19, 2022, Respondent failed to record the full name of the security officer or employee providing access to an unlicensed person to secured areas.

4. Rule 61D-11.0251(1)(d)2, Florida Administrative Code, provides the procedures required for when an unlicensed person requires incidental access to secured areas within the cardroom, including that "[t]he full name of the security officer or employee conducting the escort" be recorded.

5. Based on the foregoing, Respondent violated Rule 61D-11.0251(1)(d)2, Florida Administrative Code, by failing to record the full name of the security officer or employee providing access to an unlicensed person to secured areas.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-046021 is signed this 7th day of December, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**12/02/2022**
Complaint #	**2022046021**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**DAYTONA BEACH KENNEL CLUB, INC.**	Responsible	**lmoore - ROUNDS, LEEANN**		**Private Case**

Complaint | Re pondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INET - Internet**	Priority	
Class'n	**IIIF - Non-Compliance**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/19/2022**
Region	**CR - Central Region**	Received	**09/20/2022**
Reference	**61D11.0251(1)(d)(2)**		
Entered	**09/21/2022**	Entered By	**lmuniz**
Summary	**143-Daytona Beach Kennel Club, Inc. ------- / --------- . Security Plans: On September 19, 2022, while conducting a routine Quarterly Inspection at Daytona Racing and Card Club, it was discovered that the Security Escort Log was incomplete. On two separate occasions, failed to provide the full name of the security officer or employee conducting the escort in the log.**		
Updated	**12/05/2022 15:03:00**	By	**lmuniz**

☐ 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: 954.202.3900 • Fax: 954.202.3930

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office: **PMW**	Region: **CENTRAL**	Date of Complaint: **SEPTEMBER 20, 2022**	Case Number: **2022 04 6021**

Respondent:

DAYTONA BEACH KENNEL CLUB, INC.
960 S. WILLIAMSON BLVD.
DAYTONA BEACH, FLORIDA 32114

[redacted]

Complainant:

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309

License # and Type: **143 / 1002**	Profession: **PERMIT HOLDER**	Report Date: **OCTOBER 20, 2022**
Period of Investigation: **SEPTEMBER 19, 2022 – OCTOBER 20, 2022**	Type of Report: **FINAL**	

Alleged Violation: **61D-11.0251 (1)(d)(2)**

(1)The cardroom operator shall maintain a security plan in its security office that shall include:

(d) Procedures for providing a security escort for unlicensed persons requiring incidental access to secure areas within the cardroom, that shall require the following information to be recorded:

2. The full name of the security officer or employee conducting the escort.

Synopsis: On September 19, 2022, while conducting a routine Quarterly Inspection at Daytona Beach Kennel Club, Inc., it was discovered that the Security Escort Log was incomplete. A security officer providing an escort failed to record his full name in the log as required.

Related Case: **2022 02 3893**

Investigator / Date	Investigator Supervisor / Date
/s/ *Lee Ann Rounds* Lee Ann Rounds / October 20, 2022	/s/ *C. Derek Washington* C. Derek Washington / October 24, 2022

Chief of Investigations / Date

/s/ *Steven E. Kogan*
Steven E. Kogan / December 2, 2022

CONTINUATION

On September 19, 2022, I conducted a routine Cardroom Inspection at Daytona Beach Kennel Club. During my review of the Unlicensed Visitor Security Escort Log. I discovered that on August 18, 2022, Security Officer **THOMAS YOUNGMAN** (PMW License# 302925) neglected to record his full name in the log as the person conducting the escort of two vendors. **(Exhibit 1)**

Later that afternoon, I informed Cardroom Manager **JOSEPH LAROSA** (PMW License# 10152488) of the discrepancy with the Escort Log. **LAROSA** said he would advise the Security Supervisor, **RAYMOND THOMANN** (PMW License# 12882321).

On September 25, 2022, I received an email from **THOMANN** informing me that **YOUNGMAN** would receive a verbal reprimand upon his return from vacation, which he did on September 30, 2022. **(Exhibit 2)**

A check of the Versa Regulations Enforcement database shows that this is the second violation against Daytona Beach Kennel Club of Rule 61D-11.0251(1)(d)(2) this year. The facility received a verbal warning for the first violation (case #**2022 02 3893).**

Status: Investigations case closed and case forwarded to Legal for review.

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I. INVESTIGATIVE REPORT COVERSHEET ……..

II. INVESTIGATIVE REPORT ……..

III. EXHIBITS

1. Security Escort Log……1-1

2. Record of Counseling……..1-1

3. YOUNGMAN License……..1-1

4. Daytona Beach Kennel Club, Inc. License……...1-1

DBRCC

Step in Progressive Counseling (check one):

☒ Verbal ☐ Written ☐ Final ☐ Suspension Pending Investigation ☐ Indefinite ☐ Termination

Nature of Infraction (check applicable area (s)):

☐ Attendance ☒ Performance ☐ Conduct ☐ Cash Handling ☐ Alcohol Service ☐ Credit Card Handling

Dates of Previous Counseling (use exact dates, counseling step and the nature of the infraction):

Written Summary (include the policy, specifically describe the violation, including dates, who, what, when, why, etc. and how this action violates the policy.

Florida Cardroom Rules 61D-11.0251 states "(d) Procedures for providing a security escort for unlicensed persons requiring incidental access to secure areas within the cardroom, that shall require the following information to be recorded:
1. The date the escort was conducted;
2. The full name of the security officer or employee conducting the escort;
3. The full name of the escorted person;
4. The reason for the escort; and
5. The area(s) to be escorted to and from.

On 09/20/2022, it was determined through investigation that you did not write out your full name as required. This is a violation of Florida Cardroom Rule 61D-11.0251.

Action To Be Taken (effective immediately, expiration of offense, dates of follow up):

This is a **Verbal** counseling. Effective immediately, you are expected to adhere to all Florida Cardroom Rules. If there is no significant improvement in your attendance, or any further violation of Florida Cardroom Rules, you will be subject to further corrective action, up to and including termination of employment.

If there are no other performance violations within **6** months, you will be removed from corrective counseling.

Employee's Comments:

S. Yarmoman
Employee Signature/Date

9/30/22
HR/Witness Signature/Date

9/30/2022
Manager/Supervisor Signature/Date

R. Thomas
Print Manager/Supervisor Name

Exhibit 2
Page 1

Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expires On **06/30/2024**

File # **4958** Name **YOUNGMAN, THOMAS A** Extended To

License # **302925** Rank **GIND - General Individual Occupational** Renewed On

Entity # **302925** Lic Status **Current**

Address

Street # **1795** Street **CREEKWATER BLVD.**

Line 2

Line 3

City **PORT ORANGE** State **FL** Zip **32128**

Routing

Other

1st License Date **05/12/2021** Rank Date **05/12/2021** Certificate #

Method **I-S-1024** Status Date **05/12/2021** Certificate Date **08/11/1999**

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	SECR - Security	05/06/2021	
I	GHND - Greyhound		
L	143 - Daytona Beach Kennel Club, Inc.		
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **GIN302925**

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License

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **30** Name **DAYTONA BEACH KENNEL CLUB, INC.** Extended To

License # **143** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **143** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **960** Street **S. WILLIAMSON BOULEVARD**

Line 2

Line 3

City **DAYTONA BEACH** State **FL** Zip **32114**

Routing

Other

1st License Date **06/07/2022** Rank Date **06/07/2022** Certificate #

Method **I-S-1020** Status Date **06/24/2002** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
A	BCHK - Bad Check		Bad Check
L	143 - Daytona Beach Kennel Club Inc	03/30/2007	

Alt Keys

BEST LIC NBR **CLI143**

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Lic Type	**1002 - Cardroom License**			Status	**20 Under Inve tigation**	Status Date	**09/21/2022**
Complaint #	**2022046021**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**DAYTONA BEACH KENNEL CLUB, INC**	Responsible	**lmoore ROUNDS, LEEANN**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INET - Internet**	Priority	
Class'n	**IIIF - Non-Compliance**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/19/2022**
Region	**CR - Central Region**	Received	**09/20/2022**
Reference	**61D11.0251(1)(d)(2)**		
Entered	**09/21/2022**	Entered By	**lmuniz**
Summary	**143-Daytona Beach Kennel Club, Inc. ------- / --------- . Security Plans: On September 19, 2022, while conducting a routine Quarterly Inspection at Daytona Racing and Card Club, it was discovered that the Security Escort Log was incomplete. On two separate occasions, failed to provide the full name of the security officer or employee conducting the escort in the log.**		
Updated	**09/21/2022 11:23:56**	By	**lmuniz**

☐ Parties ☑ Activities
☐ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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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 19, 2022

☒ PMW ☐ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: DAYTONA BEACH KENNEL CLUB, INC. **LIC #:** 143

RESPONDENT

NAME: DAYTONA BEACH KENNEL CLUB, INC.		
Address: **920 Williamson Blvd. Daytona Beach, Florida 32114**		[redacted]
LIC #: 143	**LIC TYPE:** 1002	**OCCUPATION:** Permit Holder

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **61D-11.0251 Security Plans**

(1) The cardroom operator shall maintain a security plan in its security office that shall include:
(d) Procedures for providing a security escort for unlicensed persons requiring incidental access to secure areas within the cardroom, that shall require the following information to be recorded:
2. The full name of the security officer or employee conducting the escort.

DESCRIPTION:
On September 19, 2022, while conducting a routine Quarterly Inspection at Daytona Racing and Card Club, it was discovered that the Security Escort Log was incomplete. On two separate occasions, failed to provide the full name of the security officer or employee conducting the escort in the log.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Lee Ann Rounds	*Lee Ann Rounds*	September 20, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Washington, Derek
Sent: Wednesday, September 21, 2022 10:27 AM
To: Muniz, Luz
Cc: Rounds, LeeAnn
Subject: OCR DB 09192022
Attachments: OCR DB 09192022.docx

Luz,
Attached is an OCR for a cardroom violation, please assign to Lee Ann.

Thanks
Derek

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **lmuniz**

Modifier Type	**A - Alert**
Modifier	**BCHK Bad Check**
Effective	**-**
Expire	**-**
Additional Info	
Prompt	
Value	**Bad Check**
Notes	**Bad Check on File, AR #211507 Applicant must pay $154,805 38 ($154,655 38 application fee and $150 service charge) Cashier's Check or Money Order should be made payable to DBPR**
Updated	**07/01/2021 09:19:35**
By	**tmcdowell1**

Notes History
Change
Delete
Save
Cancel
< >

Add Back

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Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **Imuniz**

Licen e

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **30** Name **DAYTONA BEACH KENNEL CLUB, INC.** Extended To

License # **143** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **143** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Addre

Street # **960** Street **S. WILLIAMSON BOULEVARD**

Line 2

Line 3

City **DAYTONA BEACH** State **FL** Zip **32114**

Routing

Other

1st License Date **06/07/2022** Rank Date **06/07/2022** Certificate #

Method **I-S-1020** Status Date **06/24/2002** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
A	BCHK - Bad Check		Bad Check
L	143 - Daytona Beach Kennel Club Inc	03/30/2007	

Alt Key

BEST LIC NBR **CLI143**

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MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Emily Alvarado, Deputy Chief Attorney
Re: FGCC v. Brayan Lopez, Case No. 2022-047408; Consent Order
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by Brayan Lopez ("Respondent") to resolve Case No. 2022-047408. Pursuant to the terms of the proposed order, Respondent would be issued a $100 fine for violating rule 61D-2.003, Florida Administrative Code.

Background

On or about September 22, 2022, it was discovered that Respondent grabbed and made an inappropriate remarks towards a Division employee. This action made the Division employee stop their inspection of the barn to report this incident to Gulfstream Security. Respondent has no prior violations of rule 61D-2.003, Florida Administrative Code.

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 550.105, Florida Statutes, or any rules adopted pursuant to that section.[1]

Rule 61D-2.003, Florida Administrative Code, states "[n]o person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises."

Because Respondent engaged in conduct that obstructed a Division employee in the performance of her duties, he is subject to an administrative fine of up to $1000.

[1] § 550.105(5)(e), Fla. Stat.

Staff Recommendation: The Florida Gaming Control Commission should adopt the settlement and consent order in cased number 2022-047408.

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.: 2022-047408

BRAYAN LOPEZ,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Brayan Lopez ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Pari-Mutuel Wagering General Individual Occupational License, 8618391-1022, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-047408, alleging that Respondent was in violation of Rule 61D-2.003, Florida Administrative Code, by engaging in conduct that obstructed a Division employee in the performance of her duties.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that he is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **ONE HUNDRED DOLLARS ($100.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-**

Mutuel Wagering (NO PERSONAL CHECKS). The Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

11. Respondent must mail this Consent Order and payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-047408 on the face of the payment.

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

15. This Consent Order may be signed in counterparts, and copies shall be treated as original.

16. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

17. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, Respondent, **BRAYAN LOPEZ**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 17 day of November, 2022.

Brayan Lopez

BRAYAN LOPEZ
Respondent

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 17 day of November, 2022, by BRAYAN LOPEZ, who is personally known to me or who produced the following as identification: _____

Notary Public

My commission expires:

ADALBERTO GRIMALDI
Commission # HH 149881
Expires July 7, 2025
Bonded Thru Budget Notary Services

APPROVED this 19 day of January, 2023

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 10/31/2022
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.: 2022-047408

BRAYAN LOPEZ,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Brayan Lopez ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to Chapter 550, Florida Statutes.

2. At all times material hereto, Respondent held a Pari-Mutuel Wagering General Occupational License, number 8618391-1022, issued by Petitioner.

3. At all times material hereto, Respondent worked as a groom at Gulfstream Park Racing Association, Inc. ("Gulfstream Park")

4. At all times material hereto, Gulfstream Park Racing Association, Inc. was a facility operated by a permitholder authorized to conduct pari-mutuel in the State of Florida under Chapter 550, Florida Statutes.

5. On or about September 22, 2022, Respondent grabbed and made an inappropriate remark to a Division employee.

6. As a result of this conduct, the Division employee stopped their inspection of the barn to report this action to Gulfstream Park Security.

7. Rule 61D-2.003, Florida Administrative Code, provides "[n]o person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises."

8. Based on the foregoing, Respondent violated Rule 61D-2.003, Florida Administrative Code, by engaging in conduct that obstructed a Division employee in the performance of her duties.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Section 550.105, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-047408 is signed this 31st day of October, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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 1

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: lmuniz**

VR Home Complaint Search **Maintain Complaint**

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**		Status **90 Closed**	Status Date	**10/03/2022**
Complaint #	**2022047408**	Case Type **CMP Complaint**	Disposition	Disposition Date	
Docket#		Respondent **LOPEZ, BRAYAN**	Responsible **bjones - JONES, BRADFORD**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**II-I - Interfering with Division Duties**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**09/22/2022**
Region	**SR - Southern Region**	Received	**09/27/2022**
Reference	**61D-2.003**		
Entered	**09/30/2022**	Entered By	**lmuniz**

Summary: **321-Gulfstream Park Racing Associates, Inc. -------- / ---------. Knowingly Interfering with Division Duties: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan LOPEZ came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".**

Updated **10/03/2022 14:25:28** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Di po ition
☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**September 30, 2022**	**2022 04 7408**

Respondent:	Complainant:
LOPEZ, BRAYAN **901 S FEDERAL HWY DORM #C304** **HALLANDALE BEACH, FLORIDA 33009** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL. - 954-202-3900**

License # and Type:	Profession:	Report Date:
8618391/1022	**Groom**	**September 30, 2022**

Period of Investigation:	Type of Report:
September 30, 2022 to September 30, 2022	**FINAL**

Alleged Violation: 61D-2.003 Knowingly Interfering With Division Duties.
No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

Synopsis: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan **LOPEZ** came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

Related Case(s):

Investigator / Date	Investigator Supervisor / Date
[redacted] Melendez/ September 30, 2022	[redacted] D. Jones / October 3, 2022

Chief of Investigations / Date

[redacted] Jones for
[redacted] Kogan / October 3, 2022

CONTINUATION

On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a routine facility/barn inspection of barn #7 at Gulfstream Park Racing Association, Inc. (GSP). Also, during this visit/inspection, Adminstrative Complaint (AC) service was conducted for Trainer Kathleen O'Connell **(EXHIBIT #1).**

While we were requesting licenses and conducting license checks, Groom Brayan **LOPEZ (Lic.** #8618391/1022 – Exp. June 30, 2025), came up from behind Investigator Roca and grabbed her by the arm while making a remark in Spanish in reference to "good looking women". The incident was reported to GSP Backside Security who immediately addressed the incident with a verbal warning that **LOPEZ** would be removed from the property if another incident takes place regarding a State Employee or Official. **LOPEZ** was also fined $100 by GSP Security **(EXHIBIT #2).**

Law enforcement was not notified as Investigator Roca did not sustain any injuries as a result of the incident. A GSP security Incident Report was not prepared as the incident was resolved with a property violation fine and a verbal warning. Myself and Investigator Roca were satisfied with the immediate actions of the GSP Security Department in the handling of the incident **(EXHIBIT #3).**

Case Status: Closed by Investigations and forwarded to Legal for further review.

CONTINUATION

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I. INVESTIGATIVE REPORT COVERSHEET .....

II. INVESTIGATIVE REPORT .....

III. EXHIBITS

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2. Violation Notice 1-1
3. Email Correspondence 1-3
4. VERSA Licensing and Photo ID 1-2
5. Badge List 1-1

FLORIDA
GAMING CONTROL
COMMISSION

DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF INVESTIGATIONS

FACILITY VISIT

FACILITY #	FACILITY:	DATE:	ARRIVAL:	DEPARTURE:
321	Gulfstream Park	9/22/2022	10:00AM	12:15PM

☒ MATINEE ☐ EVENING ☐ INTER-STATE WAGERING / INTER-TRACK WAGERING

INSPECTION TYPE: ☒ ROUTINE ☐ RE-INSPECTION ☐ INVESTIGATION

AREAS INSPECTED

CARDROOM

- ☐ SURVEILLANCE
- ☐ CARDROOM FLOOR
- ☐ SECURITY OFFICE
- ☐ COUNT ROOM
- ☐ CASHIER CAGE

JAI ALAI

- ☐ COURT JUDGES
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ VIDEO TAPES

HORSE TRACK

- ☒ BACKSIDE
- ☐ PADDOCK
- ☒ STABLES/BARNS
- ☐ TRACK
- ☐ DETENTION AREA
- ☐ JOCKEY ROOM
- ☐ PRE-RACE EXAMINATION
- ☐ VETERINARIAN LIST
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ TOTE ROOM
- ☐ DRAW PROCESS

BARN #:7 COGGINS RECORDS TOTAL: 44

CONTACTS

STATE OFFICIALS: CHIEF INSPECTOR:	RACING OFFICIAL:	VETERINARIAN:	OTHER:
FACILITY MANAGEMENT: OPERATING OFFICIAL: SECURITY OFFICIAL: Gate Security- [redacted] Osorio, [redacted] Pinheiro, [redacted] Roman, [redacted] Gutierrez	STEWARDS:	JUDGES/STEWARDS:	

LICENSING

NUMBER CHECKED: 20 NUMBER UNLICENSED: N/A

ADMINISTRATIVE COMPLAINTS

AC's ATTEMPTED SERVICE: N/A AC's SERVED: 1

ACTION TAKEN

☐ EVIDENCE IMPOUNDED ☐ PROPERTY RECEIPT ☒ SECURITY NOTIFIED ☒ CORRECTIVE ACTION

☒ WARNING ISSUED ☒ CASE TO BE OPENED ☐ NO ACTION TAKEN

STATE OFFICIAL NOTIFIED: OTHER AGENCY NOTIFIED:

COMMENTS: During this visit I was accompanied by Inv. [redacted] Roca. Barn #7 under Kathleen O'Connell and Rodolfo Garcia were inspected. Trainer O'Connell was served and Administrative complaint. O'Connell was also verbally warned that her staff must always have there PMW license on their person. During the routine PMW license checks/request, Groom Brayan Lopez #8618391 came up behind Inv. Roca and grabbed her by the arm, then made a remark in Spanish in reference to "good looking women". The incident was reported to backside security, who immediately verbally warned him another incident would lead to a removal and he was

EXHIBIT # 1
PAGE #705

Issued a $100.00 fine. We also met with the Director of Security [redacted] Rodriguez, State office [redacted] Richards and [redacted] Ganpat. We also visited surveillance, present at the surveillance office was [redacted] Kudick, [redacted] Matthews-Hilaire and Surveillance Manager [redacted] Evans.

EMPLOYEE: [redacted] Melendez DATE: 9/22/2022

VIOLATION NOTICE

Gulfstream Park

NAME (Last) Lopez (First) Brayan

ADDRESS/DORM# G113 PMW UC# 8618391

OCCUPATION groom D.O.B [redacted]

TRAINER/EMPLOYER Rodolfo gonzalez

VEHICLE TYPE _____ TAG NO _____

BADGE NO _____ SS NO _____ D.O.B _____

On the 22 day of Sept 2022 at 12 hrs. location GSP

the above person did violate the below track rule(s) established by Gulfstream Park.

- ☐ Smoking in shed row/dorm room
- ☐ Unauthorized visitor
- ☐ Improper hay/straw storage
- ☐ Tampering with smoke detector
- ☐ Vehicle/hang down violation
- ☐ Drinking in the shed row
- ☐ Room violation
- ☐ Unclean room
- ☐ Glass bottle(s)
- ☐ Illegal parking
- ☐ Fighting
- ☐ Unleashed dog
- ☑ Disorderly conduct
- ☐ Under the influence
- ☐ Drug possession/paraphernalia
- ☐ Failure to put manure in pits
- ☐ Dumping shavings
- ☐ No PMW license/I.D. badge
- ☑ Failure to wear I.D.
- ☐ Pet in dorm room
- ☐ Cooking appliance(s)
- ☐ Other

Amount to Pay $ 100 by October 1 2022

Date PAID _____ Amount _____ Initial ____

Warning only	☐ Yes	☐ No	#2071
Fined	☑ Yes	☐ No	
Appear before Stewards	☐ Yes	☐ No	

[redacted] Roman

Security Officer

EXHIBIT # 2
PAGE # 1

Melendez, Kelly

From: Roca, [redacted]
Sent: Friday, September 23, 2022 3:03 PM
To: Jones, [redacted]
Cc: Melendez, [redacted]
Subject: RE: GSP Violation-9-22-2022

Hi Brad,

I did not report any injuries because I have none, which is also why law enforcement was not notified. We reported the incident to Security and they immediately issued him a $100.00 fine and warned him about the consequences which would result if he was to ever touch or grab any State Official or employee again. He was also advised that he would lose his job and be trespassed off the property if they had ANY other issues with him.

An incident report was not written, he only received a fine and a verbal warning. I am satisfied with the actions taken by the Security Staff at GSP as well as all the changes and improvements that have been made to the Security Department and backside barn area since Mr. [redacted] Rodriguez became the Security Director.

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Roca**
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954.202.6796

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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

From: Jones, [redacted]
Sent: Friday, September 23, 2022 10:25 AM
To: Roca, [redacted] Melendez, [redacted]
Subject: RE: GSP Violation-9-22-2022

Hello [redacted]

Please describe the details surrounding this event. Are you reporting any injury as a result of this incident? Did you obtain a copy of the GSP Security Report? Was law enforcement notified? Will the facility exclude the subject from the property?

Kelly,

Please prepare an OCR against the groom for interfering/impeding our official duties.

EXHIBIT # 3
PAGE # 1

FLORIDA GAMING CONTROL COMMISSION

[redacted] Jones
Investigations Supervisor
Division of Pari-Mutual Wagering

From: Roca, [redacted]
Sent: Friday, September 23, 2022 9:38 AM
To: Melendez, [redacted]
Cc: Jones, [redacted]
Subject: RE: GSP Violation-9-22-2022

Thank you.

FLORIDA GAMING CONTROL COMMISSION

[redacted] Roca
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954.202.6796

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From: Melendez, [redacted]
Sent: Friday, September 23, 2022 9:36 AM
To: Roca, [redacted]
Subject: FW: GSP Violation-9-22-2022

SEE BELOW

FLORIDA GAMING CONTROL COMMISSION

[redacted] Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

From: Melendez, [redacted]
Sent: Friday, September 23, 2022 9:35 AM
To: Jones, [redacted]
Subject: GSP Violation-9-22-2022

Good Morning [redacted]

EXHIBIT #3
PAGE # 2

While [redacted] and I were conducting license checks at GSP yesterday, a groom came up behind [redacted] and grabbed her arm/shoulder area. We reported him to security and they immediately issued him a $100 fine. They also indicated he has been a nuisance in the past.

FLORIDA GAMING CONTROL COMMISSION

[redacted] Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

EXHIBIT # 3
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: kmelendez

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 **06/30/2025**

File # **82603** Name **LOPEZ, BRAYAN** Extended To

License # **8618391** Rank **GIND - General Individual Occupational** Renewed On **06/02/2022**

Entity # **8618391** Lic Status **Current**

Address

Street # **901** Street **S FEDERAL HIGHWAY**

Line 2

Line 3

City **HALLANDALE BEACH** State **FL** Zip **33009**

Routing

Other

1st License Date **12/09/2019** Rank Date **06/02/2022** Certificate #

Method **I-S-1024** Status Dat[redacted] Certificate Date

Fee Exempt **No** Birth Dat[redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/03/2019	
I	TBRD - Thoroughbred	11/25/2009	
L	321 - Gulfstream Park	01/17/2020	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **8618391**

Get Adobe Reader.

EXHIBIT # 4
PAGE #

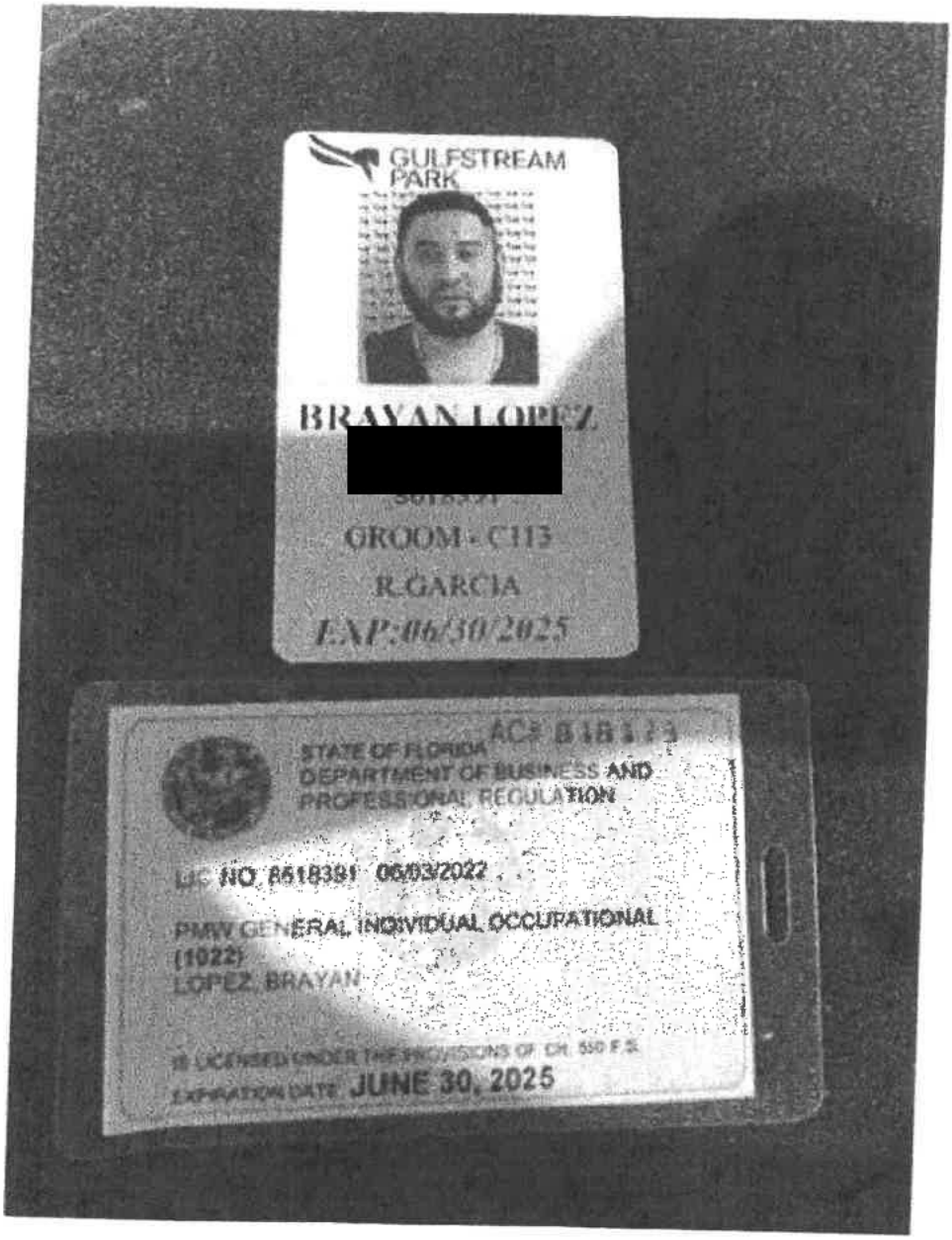

EXHIBIT # 4
PAGE # 2

GSP TRAINER'S BADGE LIST

TRAINER: RODOLFO GARCIA
BARN: 7
BADGE: 369749-25
TRAINER CELL: 954-297-9926
UPDATED ON: 9/9/2022

[redacted]

6/10/2022	BRAYAN LOPEZ	GROOM				

[redacted]

EXHIBIT #5
PAGE # 1

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: lmuniz

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	1022 - Pari-Mutuel General Individual Occupational		Status	20 Under Inve tigation	Status Date 09/30/2022
Complaint #	2022047408	Case Type	CMP Complaint	Disposition	Disposition Date
Docket#		Respondent	LOPEZ, BRAYAN	Responsible	kmelendez - MELENDEZ, KELLY — Private Case

Complaint | Respondent | Complainant | Addt'l Info

Source	INTN - Internal	Security Level	1
Form	INTR - Internal	Priority	
Cla 'n	II-I - Interfering with Division Duties	Complexity	R Regular
Security	STND - Standard	Incident	09/22/2022
Region	SR - Southern Region	Received	09/27/2022
Reference	61D-2.003		
Entered	09/30/2022	Entered By	lmuniz

Summary: 321-Gulfstream Park Racing Associates, Inc. ---------- / ----------. Knowingly Interfering with Division Duties: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan LOPEZ came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

Updated 09/30/2022 14:53:18 By lmuniz

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Di po ition
☐ Inspection
☐ Costs
☐ Time Tracking — Auto Assign
☐ Attachments — History
☐ Work Notes — Print Report

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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, 2022

☒ PMW ☐ Cardroom ☐ Slot | ☐ Violation ☒ Incident ☐ Complaint

FACILITY NAME: Gulfstream Park Racing Association, Inc. (GSP) **LIC #:** 321

RESPONDENT

NAME: Brayan Lopez		
Address: 901 S Federal Highway, Dorm #C113, Hallandale Beach, FL 33009		Tel#:
LIC #: 8618391	**LIC TYPE:** 1022	**OCCUPATION:** Groom

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): VIOLATION(S) / TITLE(S): 61D-2.003 Knowingly Interfering With Division Duties. No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

DESCRIPTION: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan **LOPEZ** came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____ (Title of State Employee)

[redacted] Melendez (Print Name) | (Signature) | 9/26/2022 (Date)

FGCC-PMW (Effective 7/22)

Muniz, Luz

From: Jones, [redacted]
Sent: Tuesday, September 27, 2022 9:51 AM
To: Muniz, Luz
Cc: Campbell, [redacted]; Melendez, [redacted]; Kogan, [redacted]
Subject: FW: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties
Attachments: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning [redacted],

This is approved. Please open a case and assign it to [redacted] Melendez.

Thank you.

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Jones**
Investigations Supervisor
Division of Pari-Mutual Wagering

From: Melendez, [redacted]
Sent: Monday, September 26, 2022 4:41 PM
To: Jones, [redacted]
Subject: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Melendez**
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

Licen e

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expire On **06/30/2025**

File # **82603** Name **LOPEZ, BRAYAN** Extended To

License # **8618391** Rank **GIND - General Individual Occupational** Renewed On **06/02/2022**

Entity # **8618391** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Addre

Street # **901** Street **S FEDERAL HIGHWAY**

Line 2

Line 3

City **HALLANDALE BEACH** State **FL** Zip **33009**

Routing

Other

1st License Date **12/09/2019** Rank Date **06/02/2022** Certificate #

Method **I-S-1024** Status Date **12/09/2019** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/03/2019	
I	TBRD Thoroughbred	11/25/2009	
L	321 - Gulfstream Park	01/17/2020	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **8618391**

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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.: 2022-047408

BRAYAN LOPEZ,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Brayan Lopez ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to Chapter 550, Florida Statutes.

2. At all times material hereto, Respondent held a Pari-Mutuel Wagering General Occupational License, number 8618391-1022, issued by Petitioner.

3. At all times material hereto, Respondent worked as a groom at Gulfstream Park Racing Association, Inc. ("Gulfstream Park")

4. At all times material hereto, Gulfstream Park Racing Association, Inc. was a facility operated by a permitholder authorized to conduct pari-mutuel in the State of Florida under Chapter 550, Florida Statutes.

5. On or about September 22, 2022, Respondent grabbed and made an inappropriate remark to a Division employee.

6. As a result of this conduct, the Division employee stopped their inspection of the barn to report this action to Gulfstream Park Security.

7. Rule 61D-2.003, Florida Administrative Code, provides "[n]o person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises."

8. Based on the foregoing, Respondent violated Rule 61D-2.003, Florida Administrative Code, by engaging in conduct that obstructed a Division employee in the performance of her duties.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Section 550.105, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-047408 is signed this 31st day of October, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type **1022 - Pari-Mutuel General Individual Occupational** Status **90 Closed** Status Date **10/03/2022**

Complaint # **2022047408** Case Type **CMP Complaint** Disposition Disposition Date

Docket# Respondent **LOPEZ, BRAYAN** Responsible **bjones - JONES, BRADFORD** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source **INTN - Internal** Security Level **1**

Form **INTR - Internal** Priority

Cla 'n **II-I - Interfering with Division Duties** Complexity **R Regular**

Security **STND - Standard** Incident **09/22/2022**

Region **SR - Southern Region** Received **09/27/2022**

Reference **61D-2.003**

Entered **09/30/2022** Entered By **lmuniz**

Summary **321-Gulfstream Park Racing Associates, Inc. ---------- / ----------. Knowingly Interfering with Division Duties: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan LOPEZ came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".**

Updated **10/03/2022 14:25:28** By **lmuniz**

☐ Parties ☑ Activities

☑ Allegations ☐ Discipline

☐ Violations ☐ Compliance

☐ Related ☑ Di po ition

☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**September 30, 2022**	**2022 04 7408**

Respondent:	Complainant:
LOPEZ, BRAYAN **901 S FEDERAL HWY DORM #C304** **HALLANDALE BEACH, FLORIDA 33009** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL. - 954-202-3900**

License # and Type:	Profession:	Report Date:
8618391/1022	**Groom**	**September 30, 2022**

Period of Investigation:	Type of Report:
September 30, 2022 to September 30, 2022	**FINAL**

Alleged Violation: 61D-2.003 Knowingly Interfering With Division Duties.
No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

Synopsis: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan **LOPEZ** came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

Related Case(s):

Investigator / Date	Investigator Supervisor / Date
[redacted] Melendez/ September 30, 2022	[redacted] D. Jones / October 3, 2022

Chief of Investigations / Date

[redacted] Jones for
[redacted] Kogan / October 3, 2022

CONTINUATION

On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a routine facility/barn inspection of barn #7 at Gulfstream Park Racing Association, Inc. (GSP). Also, during this visit/inspection, Adminstrative Complaint (AC) service was conducted for Trainer Kathleen O'Connell **(EXHIBIT #1).**

While we were requesting licenses and conducting license checks, Groom Brayan **LOPEZ (Lic.** #8618391/1022 – Exp. June 30, 2025), came up from behind Investigator Roca and grabbed her by the arm while making a remark in Spanish in reference to "good looking women". The incident was reported to GSP Backside Security who immediately addressed the incident with a verbal warning that **LOPEZ** would be removed from the property if another incident takes place regarding a State Employee or Official. **LOPEZ** was also fined $100 by GSP Security **(EXHIBIT #2).**

Law enforcement was not notified as Investigator Roca did not sustain any injuries as a result of the incident. A GSP security Incident Report was not prepared as the incident was resolved with a property violation fine and a verbal warning. Myself and Investigator Roca were satisfied with the immediate actions of the GSP Security Department in the handling of the incident **(EXHIBIT #3).**

Case Status: Closed by Investigations and forwarded to Legal for further review.

CONTINUATION

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET ……..

II. INVESTIGATIVE REPORT ……..

III. EXHIBITS

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FLORIDA
GAMING CONTROL
COMMISSION

DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF INVESTIGATIONS

FACILITY VISIT

FACILITY #	FACILITY:	DATE:	ARRIVAL:	DEPARTURE:
321	Gulfstream Park	9/22/2022	10:00AM	12:15PM

☒ MATINEE ☐ EVENING ☐ INTER-STATE WAGERING / INTER-TRACK WAGERING

INSPECTION TYPE: ☒ ROUTINE ☐ RE-INSPECTION ☐ INVESTIGATION

AREAS INSPECTED

CARDROOM

- ☐ SURVEILLANCE
- ☐ CARDROOM FLOOR
- ☐ SECURITY OFFICE
- ☐ COUNT ROOM
- ☐ CASHIER CAGE

JAI ALAI

- ☐ COURT JUDGES
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ VIDEO TAPES

HORSE TRACK

- ☒ BACKSIDE ☐ PADDOCK
- ☒ STABLES/BARNS
- ☐ TRACK
- ☐ DETENTION AREA
- ☐ JOCKEY ROOM
- ☐ PRE-RACE EXAMINATION
- ☐ VETERINARIAN LIST
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ TOTE ROOM
- ☐ DRAW PROCESS

BARN #:7 | **COGGINS RECORDS TOTAL: 44**

CONTACTS

STATE OFFICIALS: CHIEF INSPECTOR:	RACING OFFICIAL:	VETERINARIAN:	OTHER:
FACILITY MANAGEMENT: **OPERATING OFFICIAL:** **SECURITY OFFICIAL: Gate Security- [redacted] Osorio, [redacted] Pinheiro, [redacted] Roman, [redacted] Gutierrez**	STEWARDS:	JUDGES/STEWARDS:	

LICENSING

NUMBER CHECKED: **20** | NUMBER UNLICENSED: **N/A**

ADMINISTRATIVE COMPLAINTS

AC's ATTEMPTED SERVICE: **N/A** | AC's SERVED: **1**

ACTION TAKEN

☐ EVIDENCE IMPOUNDED	☐ PROPERTY RECEIPT	☒ SECURITY NOTIFIED	☒ CORRECTIVE ACTION
☒ WARNING ISSUED	☒ CASE TO BE OPENED	☐ NO ACTION TAKEN	

STATE OFFICIAL NOTIFIED: | OTHER AGENCY NOTIFIED:

COMMENTS: During this visit I was accompanied by Inv. [redacted] Roca. Barn #7 under Kathleen O'Connell and Rodolfo Garcia were inspected. Trainer O'Connell was served and Administrative complaint. O'Connell was also verbally warned that her staff must always have there PMW license on their person. During the routine PMW license checks/request, Groom Brayan Lopez #8618391 came up behind Inv. Roca and grabbed her by the arm, then made a remark in Spanish in reference to "good looking women". The incident was reported to backside security, who immediately verbally warned him another incident would lead to a removal and he was

EXHIBIT # /
PAGE # /

issued a $100.00 fine. We also met with the Director of Security [redacted] Rodriguez, State office [redacted] Richards and [redacted] Ganpat. We also visited surveillance, present at the surveillance office was [redacted] Kudick, [redacted] Matthews-Hilaire and Surveillance Manager [redacted] Evans.
EMPLOYEE: [redacted] Melendez DATE: 9/22/2022

EXHIBIT # 1
PAGE # 2

VIOLATION NOTICE

Gulfstream Park

NAME Lopez (LAST) Brayan (FIRST)

ADDRESS/DORM# C113 PMW LIC# 8618391

OCCUPATION groom D.O.B [redacted]

TRAINER/EMPLOYER Rodolfo garcia

VEHICLE TYPE _____ TAG NO. _____

BADGE NO. _____ SS NO. _____ D.O.B. _____

On the 22 day of Sept 2022 at 12 hrs. location GSP

the above person did violate the below track rule(s) established by Gulfstream Park.

- ☐ Smoking in shed row/dorm room
- ☐ Unauthorized visitor
- ☐ Improper hay/straw storage
- ☐ Tampering with smoke detector
- ☐ Vehicle/hang down violation
- ☐ Drinking in the shed row
- ☐ Room violation
- ☐ Unclean room
- ☐ Glass bottle(s)
- ☐ Illegal parking
- ☐ Fighting
- ☐ Unleashed dog
- ☑ Disorderly conduct
- ☐ Under the influence
- ☐ Drug possession/paraphernalia
- ☐ Failure to put manure in pits
- ☐ Dumping shavings
- ☐ No PMW license/I.D. badge
- ☑ Failure to wear I.D.
- ☐ Pet in dorm room
- ☐ Cooking appliance(s)
- ☐ Other

Amount to Pay $ 100 by October 1 2022

Date PAID _____ Amount _____ Initial ____

Warning only	☐ Yes	☐ No
Fined	☑ Yes	☐ No
Appear before Stewards	☐ Yes	☐ No

#2071

[redacted] Roman

Security Officer

EXHIBIT # 2
PAGE # 1

Melendez, Kelly

From: Roca, [redacted]
Sent: Friday, September 23, 2022 3:03 PM
To: Jones, [redacted]
Cc: Melendez, [redacted]
Subject: RE: GSP Violation-9-22-2022

Hi Brad,

I did not report any injuries because I have none, which is also why law enforcement was not notified. We reported the incident to Security and they immediately issued him a $100.00 fine and warned him about the consequences which would result if he was to ever touch or grab any State Official or employee again. He was also advised that he would lose his job and be trespassed off the property if they had ANY other issues with him.

An incident report was not written, he only received a fine and a verbal warning. I am satisfied with the actions taken by the Security Staff at GSP as well as all the changes and improvements that have been made to the Security Department and backside barn area since Mr. [redacted] Rodriguez became the Security Director.

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Roca**
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954.202.6796

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: Jones, [redacted]
Sent: Friday, September 23, 2022 10:25 AM
To: Roca, [redacted] Melendez, [redacted]
Subject: RE: GSP Violation-9-22-2022

Hello [redacted],

Please describe the details surrounding this event. Are you reporting any injury as a result of this incident? Did you obtain a copy of the GSP Security Report? Was law enforcement notified? Will the facility exclude the subject from the property?

Kelly,

Please prepare an OCR against the groom for interfering/impeding our official duties.

EXHIBIT # 3
PAGE # 1728

FLORIDA GAMING CONTROL COMMISSION

[redacted] Jones
Investigations Supervisor
Division of Pari-Mutual Wagering

From: Roca, [redacted]
Sent: Friday, September 23, 2022 9:38 AM
To: Melendez, [redacted]
Cc: Jones, [redacted]
Subject: RE: GSP Violation-9-22-2022

Thank you.

FLORIDA GAMING CONTROL COMMISSION

[redacted] Roca
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954.202.6796

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From: Melendez, [redacted]
Sent: Friday, September 23, 2022 9:36 AM
To: Roca, [redacted]
Subject: FW: GSP Violation-9-22-2022

SEE BELOW

FLORIDA GAMING CONTROL COMMISSION

[redacted] Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

From: Melendez, [redacted]
Sent: Friday, September 23, 2022 9:35 AM
To: Jones, [redacted]
Subject: GSP Violation-9-22-2022

Good Morning [redacted]

EXHIBIT #3
PAGE #2

While [redacted] and I were conducting license checks at GSP yesterday, a groom came up behind [redacted] and grabbed her arm/shoulder area. We reported him to security and they immediately issued him a $100 fine. They also indicated he has been a nuisance in the past.

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Melendez**
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

EXHIBIT # 3
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: **kmelendez**

VR Home > License Search > **License Home**

License

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expires On **06/30/2025**

File # **82603** Name **LOPEZ, BRAYAN** Extended To

License # **8618391** Rank **GIND - General Individual Occupational** Renewed On **06/02/2022**

Entity # **8618391** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **901** Street **S FEDERAL HIGHWAY**

Line 2

Line 3

City **HALLANDALE BEACH** State **FL** Zip **33009**

Routing

Other

1st License Date **12/09/2019** Rank Date **06/02/2022** Certificate #

Method **I-S-1024** Status Date **12/09/2019** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/03/2019	
I	TBRD - Thoroughbred	11/25/2009	
L	321 - Gulfstream Park	01/17/2020	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **8618391**

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EXHIBIT # 4
PAGE # 1731

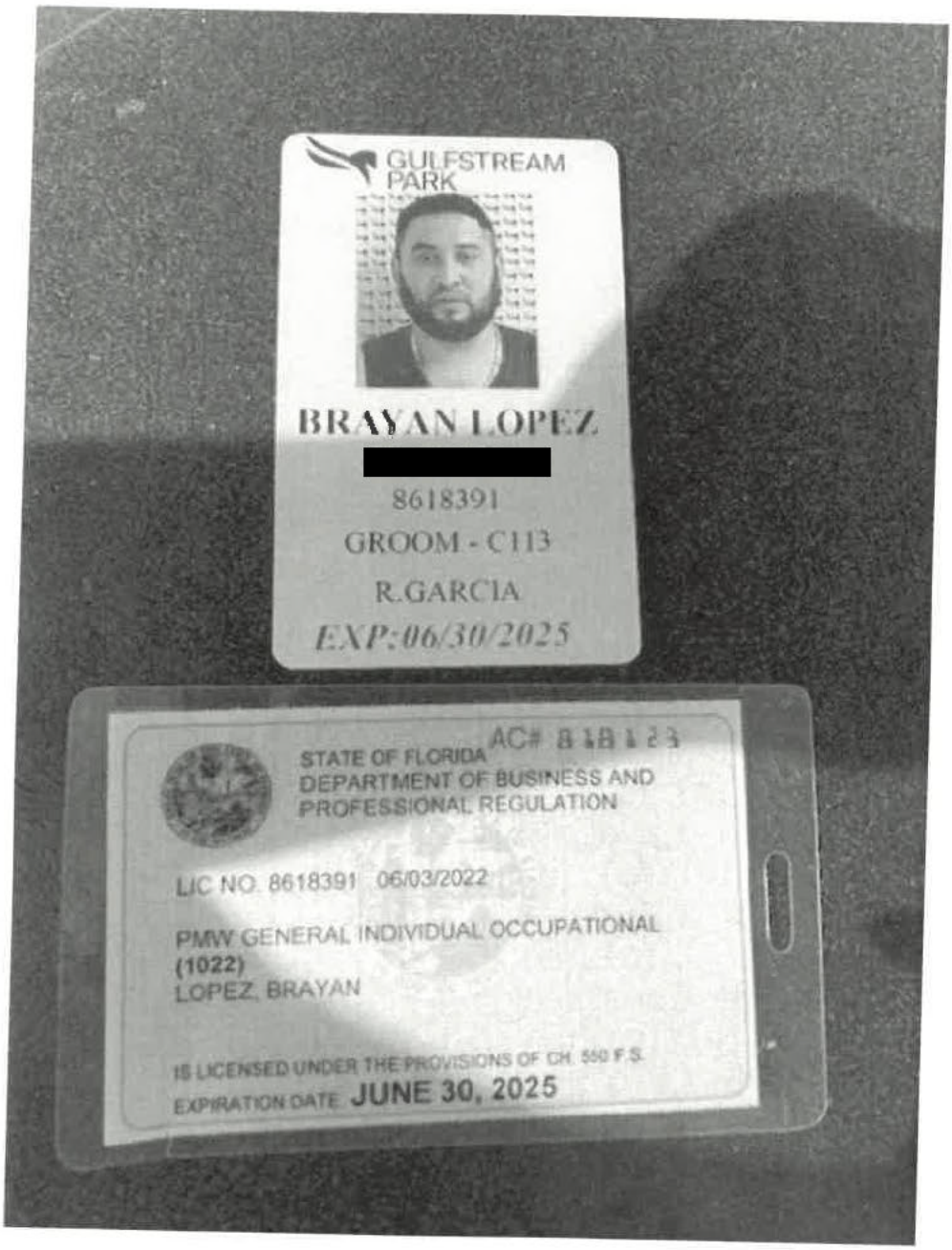

EXHIBIT # 4
PAGE # 2

GSP TRAINER'S BADGE LIST

TRAINER: RODOLFO GARCIA
BARN: 7
STALLS: 48-58
VETERINARIAN: PHILIP ALEONG

BADGE: 369749-25
TRAINER CELL: 954-297-9025
ASSIST PHONE:
VET PHONE: 305-710-3608

UPDATED ON: 9/9/2022

DATE OF ARRIVAL	EMPLOYEE NAME	D.O.B	OCCUPATION	LICENSE #	ROOM #	DATE TERMINATED
[redacted]						
6/10/2022	BRAYAN LOPEZ	[redacted]	GROOM	[redacted]	[redacted]	[redacted]

EXHIBIT # 5
PAGE # 1

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**20 Under Inve tigation**	Status Date	**09/30/2022**
Complaint #	**2022047408**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**LOPEZ, BRAYAN**	Responsible	**kmelendez - MELENDEZ, KELLY**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**II-I - Interfering with Division Duties**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**09/22/2022**
Region	**SR - Southern Region**	Received	**09/27/2022**
Reference	**61D-2.003**		
Entered	**09/30/2022**	Entered By	**lmuniz**

Summary: **321-Gulfstream Park Racing Associates, Inc. ---------- / ----------. Knowingly Interfering with Division Duties: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan LOPEZ came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".**

Updated **09/30/2022 14:53:18** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Di po ition
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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, 2022**

☒ PMW ☐ Cardroom ☐ Slot | ☐ Violation ☒ Incident ☐ Complaint

FACILITY NAME: Gulfstream Park Racing Association, Inc. (GSP) **LIC #:** 321

RESPONDENT

NAME: **Brayan Lopez**		
Address: 901 S Federal Highway, Dorm #C113, Hallandale Beach, FL 33009		Tel#:
LIC #: 8618391	**LIC TYPE:** 1022	**OCCUPATION:** Groom

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): VIOLATION(S) / TITLE(S): **61D-2.003 Knowingly Interfering With Division Duties.**
No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

DESCRIPTION: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan **LOPEZ** came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

[redacted] Melendez — K. Melendez — 9/26/2022
(Print Name) (Signature) (Date)

Muniz, Luz

From: Jones, [redacted]
Sent: Tuesday, September 27, 2022 9:51 AM
To: Muniz, Luz
Cc: Campbell, [redacted]; Melendez, [redacted]; Kogan, [redacted]
Subject: FW: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties
Attachments: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning [redacted],

This is approved. Please open a case and assign it to [redacted] Melendez.

Thank you.

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Jones**
Investigations Supervisor
Division of Pari-Mutual Wagering

From: Melendez, [redacted]
Sent: Monday, September 26, 2022 4:41 PM
To: Jones, [redacted]
Subject: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Melendez**
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **Imuniz**

Licen e

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expire On **06/30/2025**

File # **82603** Name **LOPEZ, BRAYAN** Extended To

License # **8618391** Rank **GIND - General Individual Occupational** Renewed On **06/02/2022**

Entity # **8618391** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Addre

Street # **901** Street **S FEDERAL HIGHWAY**

Line 2

Line 3

City **HALLANDALE BEACH** State **FL** Zip **33009**

Routing

Other

1st License Date **12/09/2019** Rank Date **06/02/2022** Certificate #

Method **I-S-1024** Status Date **12/09/2019** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/03/2019	
I	TBRD Thoroughbred	11/25/2009	
L	321 - Gulfstream Park	01/17/2020	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **8618391**

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Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**90 Closed**	Status Date	**10/03/2022**
Complaint #	**2022047408**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**LOPEZ, BRAYAN**	Responsible	**bjones - JONES, BRADFORD**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**II-I - Interfering with Division Duties**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**09/22/2022**
Region	**SR - Southern Region**	Received	**09/27/2022**
Reference	**61D-2.003**		
Entered	**09/30/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Associates, Inc. ---------- / ----------. Knowingly Interfering with Division Duties: On September 22, 2022, this Investigator and Investigator Miriam Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan LOPEZ came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".**		
Updated	**10/03/2022 14:25:28**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Di po ition
☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**September 30, 2022**	**2022 04 7408**

Respondent:	Complainant:
LOPEZ, BRAYAN **901 S FEDERAL HWY DORM #C304** **HALLANDALE** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL. - 954-202-3900**

License # and Type:	Profession:	Report Date:
8618391/1022	**Groom**	**September 30, 2022**

Period of Investigation:	Type of Report:
September 30, 2022 to September 30, 2022	**FINAL**

Alleged Violation: 61D-2.003 Knowingly Interfering With Division Duties.
No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

Synopsis: On September 22, 2022, this Investigator and Investigator Miriam Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan **LOPEZ** came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

Related Case(s):

Investigator / Date	Investigator Supervisor / Date
Kelly Melendez/ September 30, 2022	Bradford D. Jones / October 3, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / October 3, 2022

CONTINUATION

On September 22, 2022, this Investigator and Investigator Miriam Roca were conducting a routine facility/barn inspection of barn #7 at Gulfstream Park Racing Association, Inc. (GSP). Also, during this visit/inspection, Adminstrative Complaint (AC) service was conducted for Trainer Kathleen O'Connell **(EXHIBIT #1).**

While we were requesting licenses and conducting license checks, Groom Brayan **LOPEZ (Lic.** #8618391/1022 – Exp. June 30, 2025), came up from behind Investigator Roca and grabbed her by the arm while making a remark in Spanish in reference to "good looking women". The incident was reported to GSP Backside Security who immediately addressed the incident with a verbal warning that **LOPEZ** would be removed from the property if another incident takes place regarding a State Employee or Official. **LOPEZ** was also fined $100 by GSP Security **(EXHIBIT #2).**

Law enforcement was not notified as Investigator Roca did not sustain any injuries as a result of the incident. A GSP security Incident Report was not prepared as the incident was resolved with a property violation fine and a verbal warning. Myself and Investigator Roca were satisfied with the immediate actions of the GSP Security Department in the handling of the incident **(EXHIBIT #3).**

Case Status: Closed by Investigations and forwarded to Legal for further review.

CONTINUATION

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II. INVESTIGATIVE REPORT ……..

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3. Email Correspondence ……..….1-3
4. VERSA Licensing and Photo ID ……1-2
5. Badge List ……1-1

FLORIDA
GAMING CONTROL
COMMISSION

DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF INVESTIGATIONS

FACILITY VISIT

FACILITY #	FACILITY:	DATE:	ARRIVAL:	DEPARTURE:
321	Gulfstream Park	9/22/2022	10:00AM	12:15PM

☒ MATINEE ☐ EVENING ☐ INTER-STATE WAGERING / INTER-TRACK WAGERING

INSPECTION TYPE: ☒ ROUTINE ☐ RE-INSPECTION ☐ INVESTIGATION

AREAS INSPECTED

CARDROOM

- ☐ SURVEILLANCE
- ☐ CARDROOM FLOOR
- ☐ SECURITY OFFICE
- ☐ COUNT ROOM
- ☐ CASHIER CAGE

JAI ALAI

- ☐ COURT JUDGES
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ VIDEO TAPES

HORSE TRACK

- ☒ BACKSIDE
- ☐ PADDOCK
- ☒ STABLES/BARNS
- ☐ TRACK
- ☐ DETENTION AREA
- ☐ JOCKEY ROOM
- ☐ PRE-RACE EXAMINATION
- ☐ VETERINARIAN LIST
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ TOTE ROOM
- ☐ DRAW PROCESS

BARN #:7 | **COGGINS RECORDS TOTAL: 44**

CONTACTS

STATE OFFICIALS: CHIEF INSPECTOR:	RACING OFFICIAL:	VETERINARIAN:	OTHER:
FACILITY MANAGEMENT: **OPERATING OFFICIAL:** **SECURITY OFFICIAL: Gate Security- Fernando Osorio, Bruna Pinheiro, Denis Roman, Guido Gutierrez**	STEWARDS:	JUDGES/STEWARDS:	

LICENSING

NUMBER CHECKED: **20** | NUMBER UNLICENSED: **N/A**

ADMINISTRATIVE COMPLAINTS

AC's ATTEMPTED SERVICE: **N/A** | AC's SERVED: **1**

ACTION TAKEN

☐ EVIDENCE IMPOUNDED	☐ PROPERTY RECEIPT	☒ SECURITY NOTIFIED	☒ CORRECTIVE ACTION
☒ WARNING ISSUED	☒ CASE TO BE OPENED	☐ NO ACTION TAKEN	

STATE OFFICIAL NOTIFIED: | OTHER AGENCY NOTIFIED:

COMMENTS: During this visit I was accompanied by Inv. Miriam Roca. Barn #7 under Kathleen O'Connell and Rodolfo Garcia were inspected. Trainer O'Connell was served and Administrative complaint. O'Connell was also verbally warned that her staff must always have there PMW license on their person. During the routine PMW license checks/request, Groom Brayan Lopez #8618391 came up behind Inv. Roca and grabbed her by the arm, then made a remark in Spanish in reference to "good looking women". The incident was reported to backside security, who immediately verbally warned him another incident would lead to a removal and he was

issued a $100.00 fine. We also met with the Director of Security Jorge Rodriguez, State office Gordon Richards and Velda Ganpat. We also visited surveillance, present at the surveillance office was Christopher Kudick, Tequila Matthews-Hilaire and Surveillance Manager William Evans.

EMPLOYEE: K. Melendez DATE: 9/22/2022

EXHIBIT # 1
PAGE # 2

VIOLATION NOTICE

Gulfstream Park

NAME Lopez (LAST) Brayan (FIRST)

ADDRESS/DORM# C113 PMW LIC# 8618391

OCCUPATION groom D.O.B. [redacted]

TRAINER/EMPLOYER Rodolfo garcia

VEHICLE TYPE _____ TAG NO. _____

BADGE NO. _____ SS NO. _____ D.O.B. _____

On the 22 day of Sept 2022 at 12 hrs. location GSP

the above person did violate the below track rule(s) established by Gulfstream Park.

- ☐ Smoking in shed row/dorm room
- ☐ Unauthorized visitor
- ☐ Improper hay/straw storage
- ☐ Tampering with smoke detector
- ☐ Vehicle/hang down violation
- ☐ Drinking in the shed row
- ☐ Room violation
- ☐ Unclean room
- ☐ Glass bottle(s)
- ☐ Illegal parking
- ☐ Fighting
- ☐ Unleashed dog
- ☑ Disorderly conduct
- ☐ Under the influence
- ☐ Drug possession/paraphernalia
- ☐ Failure to put manure in pits
- ☐ Dumping shavings
- ☐ No PMW license/I.D. badge
- ☑ Failure to wear I.D.
- ☐ Pet in dorm room
- ☐ Cooking appliance(s)
- ☐ Other

Amount to Pay $ 100 by October 1 2022

Date PAID _____ Amount _____ Initial ____

Warning only	☐ Yes	☐ No
Fined	☑ Yes	☐ No
Appear before Stewards	☐ Yes	☐ No

#2071

Denis Roman

Security Officer

EXHIBIT # 2
PAGE # 1

Melendez, Kelly

From: Roca, Miriam
Sent: Friday, September 23, 2022 3:03 PM
To: Jones, Bradford
Cc: Melendez, Kelly
Subject: RE: GSP Violation-9-22-2022

Hi Brad,

I did not report any injuries because I have none, which is also why law enforcement was not notified. We reported the incident to Security and they immediately issued him a $100.00 fine and warned him about the consequences which would result if he was to ever touch or grab any State Official or employee again. He was also advised that he would lose his job and be trespassed off the property if they had ANY other issues with him.

An incident report was not written, he only received a fine and a verbal warning. I am satisfied with the actions taken by the Security Staff at GSP as well as all the changes and improvements that have been made to the Security Department and backside barn area since Mr. Jorge Rodriguez became the Security Director.

FLORIDA GAMING CONTROL COMMISSION

Miriam Y. Roca
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954.202.6796

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: Jones, Bradford
Sent: Friday, September 23, 2022 10:25 AM
To: Roca, Miriam; Melendez, Kelly
Subject: RE: GSP Violation-9-22-2022

Hello Miriam,

Please describe the details surrounding this event. Are you reporting any injury as a result of this incident? Did you obtain a copy of the GSP Security Report? Was law enforcement notified? Will the facility exclude the subject from the property?

Kelly,

Please prepare an OCR against the groom for interfering/impeding our official duties.

EXHIBIT # 3
PAGE # 1745

FLORIDA GAMING CONTROL COMMISSION

Bradford D. Jones
Investigations Supervisor
Division of Pari-Mutual Wagering

From: Roca, Miriam
Sent: Friday, September 23, 2022 9:38 AM
To: Melendez, Kelly
Cc: Jones, Bradford
Subject: RE: GSP Violation-9-22-2022

Thank you.

FLORIDA GAMING CONTROL COMMISSION

Miriam Y. Roca
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954.202.6796

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: Melendez, Kelly
Sent: Friday, September 23, 2022 9:36 AM
To: Roca, Miriam
Subject: FW: GSP Violation-9-22-2022

SEE BELOW

FLORIDA GAMING CONTROL COMMISSION

Kelly M. Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

From: Melendez, Kelly
Sent: Friday, September 23, 2022 9:35 AM
To: Jones, Bradford
Subject: GSP Violation-9-22-2022

Good Morning Brad,

EXHIBIT #3
PAGE # 2

While Miriam and I were conducting license checks at GSP yesterday, a groom came up behind Miriam and grabbed her arm/shoulder area. We reported him to security and they immediately issued him a $100 fine. They also indicated he has been a nuisance in the past.

FLORIDA GAMING CONTROL COMMISSION

Kelly M. Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

EXHIBIT # 3
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: **kmelendez**

VR Home > License Search > **License Home**

License

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expires On **06/30/2025**

File # **82603** Name **LOPEZ, BRAYAN** Extended To

License # **8618391** Rank **GIND - General Individual Occupational** Renewed On **06/02/2022**

Entity # **8618391** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **901** Street **S FEDERAL HIGHWAY**

Line 2

Line 3

City **HALLANDALE BEACH** State **FL** Zip **33009**

Routing

Other

1st License Date **12/09/2019** Rank Date **06/02/2022** Certificate #

Method **I-S-1024** Status Date **12/09/2019** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/03/2019	
I	TBRD - Thoroughbred	11/25/2009	
L	321 - Gulfstream Park	01/17/2020	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **8618391**

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EXHIBIT # 4
PAGE # 1748

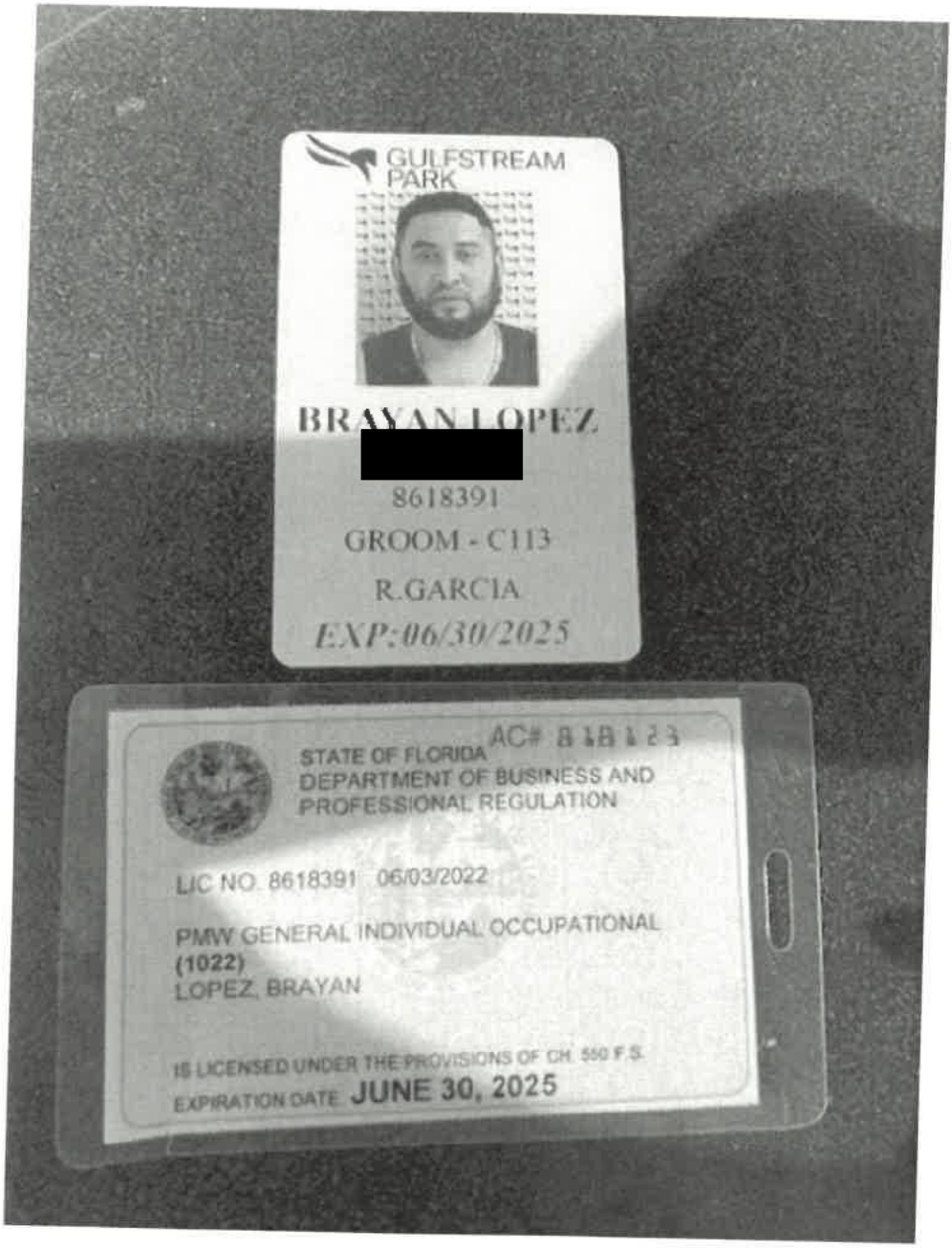

EXHIBIT # 4
PAGE # 2

GSP TRAINER'S BADGE LIST

TRAINER: RODOLFO GARCIA
BARN: 7
STALLS: 48-58
VETERINARIAN: PHILIP ALEONG

BADGE: 369749-25
TRAINER CELL: 954-297-9025
ASSIST PHONE:
VET PHONE: 305-710-3608

UPDATED ON: 9/9/2022

DATE OF ARRIVAL	EMPLOYEE NAME	D.O.B	OCCUPATION	LICENSE #	ROOM #	DATE TERMINATED
[redacted]						
6/10/2022	BRAYAN LOPEZ	11/5/1988	GROOM	8618391-25	C304	
[redacted]						

EXHIBIT # 5
PAGE # 1

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**20 Under Inve tigation**	Status Date	**09/30/2022**
Complaint #	**2022047408**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**LOPEZ, BRAYAN**	Responsible	**kmelendez - MELENDEZ, KELLY**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**II-I - Interfering with Division Duties**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**09/22/2022**
Region	**SR - Southern Region**	Received	**09/27/2022**
Reference	**61D-2.003**		
Entered	**09/30/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Associates, Inc. ---------- / ----------. Knowingly Interfering with Division Duties: On September 22, 2022, this Investigator and Investigator Miriam Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan LOPEZ came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".**		
Updated	**09/30/2022 14:53:18**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Di po ition
☐ Inspection
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☐ Attachments History
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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, 2022**

☒ PMW ☐ Cardroom ☐ Slot | ☐ Violation ☒ Incident ☐ Complaint

FACILITY NAME: Gulfstream Park Racing Association, Inc. (GSP) **LIC #:** 321

RESPONDENT

NAME: **Brayan Lopez**		
Address: 901 S Federal Highway, Dorm #C113, Hallandale Beach, FL 33009		Tel#:
LIC #: 8618391	**LIC TYPE:** 1022	**OCCUPATION:** Groom

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): VIOLATION(S) / TITLE(S): **61D-2.003 Knowingly Interfering With Division Duties.**
No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

DESCRIPTION: On September 22, 2022, this Investigator and Investigator Miriam Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan **LOPEZ** came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Kelly Melendez (Print Name) | K. Melendez (Signature) | 9/26/2022 (Date)

Muniz, Luz

From: Jones, Bradford
Sent: Tuesday, September 27, 2022 9:51 AM
To: Muniz, Luz
Cc: Campbell, Ian; Melendez, Kelly; Kogan, Steven
Subject: FW: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties
Attachments: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Luz,

This is approved. Please open a case and assign it to Kelly Melendez.

Thank you.

Bradford D. Jones
Investigations Supervisor
Division of Pari-Mutual Wagering

From: Melendez, Kelly
Sent: Monday, September 26, 2022 4:41 PM
To: Jones, Bradford
Subject: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties

Kelly M. Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **Imuniz**

Licen e

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expire On **06/30/2025**

File # **82603** Name **LOPEZ, BRAYAN** Extended To

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Entity # **8618391** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
Back

Addre

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Line 2

Line 3

City **HALLANDALE BEACH** State **FL** Zip **33009**

Routing

Other

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Method **I-S-1024** Status Date **12/09/2019** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

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I	TBRD Thoroughbred	11/25/2009	
L	321 - Gulfstream Park	01/17/2020	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **8618391**

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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.: 2022-047408

BRAYAN LOPEZ,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Brayan Lopez ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Pari-Mutuel Wagering General Individual Occupational License, 8618391-1022, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-047408, alleging that Respondent was in violation of Rule 61D-2.003, Florida Administrative Code, by engaging in conduct that obstructed a Division employee in the performance of her duties.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that he is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **ONE HUNDRED DOLLARS ($100.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-**

Mutuel Wagering (NO PERSONAL CHECKS). The Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

11. Respondent must mail this Consent Order and payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-047408 on the face of the payment.

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

15. This Consent Order may be signed in counterparts, and copies shall be treated as original.

16. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

17. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, Respondent, **BRAYAN LOPEZ**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 17 day of November, 2022.

Brayan Lopez

BRAYAN LOPEZ
Respondent

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 17 day of November, 2022, by BRAYAN LOPEZ, who is personally known to me or who produced the following as identification: _____

Notary Public

My commission expires:

ADALBERTO GRIMALDI
Commission # HH 149881
Expires July 7, 2025
Bonded Thru Budget Notary Services

APPROVED this 19 day of January, 2023

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 10/31/2022
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.: 2022-047408

BRAYAN LOPEZ,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Brayan Lopez ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to Chapter 550, Florida Statutes.

2. At all times material hereto, Respondent held a Pari-Mutuel Wagering General Occupational License, number 8618391-1022, issued by Petitioner.

3. At all times material hereto, Respondent worked as a groom at Gulfstream Park Racing Association, Inc. ("Gulfstream Park")

4. At all times material hereto, Gulfstream Park Racing Association, Inc. was a facility operated by a permitholder authorized to conduct pari-mutuel in the State of Florida under Chapter 550, Florida Statutes.

5. On or about September 22, 2022, Respondent grabbed and made an inappropriate remark to a Division employee.

6. As a result of this conduct, the Division employee stopped their inspection of the barn to report this action to Gulfstream Park Security.

7. Rule 61D-2.003, Florida Administrative Code, provides "[n]o person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises."

8. Based on the foregoing, Respondent violated Rule 61D-2.003, Florida Administrative Code, by engaging in conduct that obstructed a Division employee in the performance of her duties.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Section 550.105, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-047408 is signed this 31st day of October, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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 1

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: lmuniz**

VR Home Complaint Search **Maintain Complaint**

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**	Status	**90 Closed**	Status Date	**10/03/2022**
Complaint #	**2022047408**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Respondent	**LOPEZ, BRAYAN**	Responsible	**bjones - JONES, BRADFORD**

Private Case

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**II-I - Interfering with Division Duties**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**09/22/2022**
Region	**SR - Southern Region**	Received	**09/27/2022**
Reference	**61D-2.003**		
Entered	**09/30/2022**	Entered By	**lmuniz**

Summary: **321-Gulfstream Park Racing Associates, Inc. -------- / ---------. Knowingly Interfering with Division Duties: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan LOPEZ came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".**

Updated **10/03/2022 14:25:28** By **lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Di po ition
☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**September 30, 2022**	**2022 04 7408**

Respondent:	Complainant:
LOPEZ, BRAYAN **901 S FEDERAL HWY DORM #C304** **HALLANDALE BEACH, FLORIDA 33009** [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL. - 954-202-3900**

License # and Type:	Profession:	Report Date:
8618391/1022	**Groom**	**September 30, 2022**

Period of Investigation:	Type of Report:
September 30, 2022 to September 30, 2022	**FINAL**

Alleged Violation: 61D-2.003 Knowingly Interfering With Division Duties.
No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

Synopsis: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan **LOPEZ** came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

Related Case(s):

Investigator / Date	Investigator Supervisor / Date
[redacted] Melendez/ September 30, 2022	[redacted] D. Jones / October 3, 2022

Chief of Investigations / Date

[redacted] Jones for
[redacted] Kogan / October 3, 2022

CONTINUATION

On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a routine facility/barn inspection of barn #7 at Gulfstream Park Racing Association, Inc. (GSP). Also, during this visit/inspection, Adminstrative Complaint (AC) service was conducted for Trainer Kathleen O'Connell **(EXHIBIT #1).**

While we were requesting licenses and conducting license checks, Groom Brayan **LOPEZ (Lic.** #8618391/1022 – Exp. June 30, 2025), came up from behind Investigator Roca and grabbed her by the arm while making a remark in Spanish in reference to "good looking women". The incident was reported to GSP Backside Security who immediately addressed the incident with a verbal warning that **LOPEZ** would be removed from the property if another incident takes place regarding a State Employee or Official. **LOPEZ** was also fined $100 by GSP Security **(EXHIBIT #2).**

Law enforcement was not notified as Investigator Roca did not sustain any injuries as a result of the incident. A GSP security Incident Report was not prepared as the incident was resolved with a property violation fine and a verbal warning. Myself and Investigator Roca were satisfied with the immediate actions of the GSP Security Department in the handling of the incident **(EXHIBIT #3).**

Case Status: Closed by Investigations and forwarded to Legal for further review.

CONTINUATION

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET .....

II. INVESTIGATIVE REPORT .....

III. EXHIBITS

1. Facility Visit 1-2
2. Violation Notice 1-1
3. Email Correspondence 1-3
4. VERSA Licensing and Photo ID 1-2
5. Badge List 1-1

FLORIDA
GAMING CONTROL
COMMISSION

DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF INVESTIGATIONS

FACILITY VISIT

FACILITY #	FACILITY:	DATE:	ARRIVAL:	DEPARTURE:
321	Gulfstream Park	9/22/2022	10:00AM	12:15PM

☒ MATINEE ☐ EVENING ☐ INTER-STATE WAGERING / INTER-TRACK WAGERING

INSPECTION TYPE: ☒ ROUTINE ☐ RE-INSPECTION ☐ INVESTIGATION

AREAS INSPECTED

CARDROOM

- ☐ SURVEILLANCE
- ☐ CARDROOM FLOOR
- ☐ SECURITY OFFICE
- ☐ COUNT ROOM
- ☐ CASHIER CAGE

JAI ALAI

- ☐ COURT JUDGES
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ VIDEO TAPES

HORSE TRACK

- ☒ BACKSIDE
- ☐ PADDOCK
- ☒ STABLES/BARNS
- ☐ TRACK
- ☐ DETENTION AREA
- ☐ JOCKEY ROOM
- ☐ PRE-RACE EXAMINATION
- ☐ VETERINARIAN LIST
- ☐ PATRON OPERATED TERMINALS
- ☐ MUTUELS
- ☐ TOTE ROOM
- ☐ DRAW PROCESS

BARN #:7 COGGINS RECORDS TOTAL: 44

CONTACTS

STATE OFFICIALS: CHIEF INSPECTOR:	RACING OFFICIAL:	VETERINARIAN:	OTHER:
FACILITY MANAGEMENT: OPERATING OFFICIAL: SECURITY OFFICIAL: Gate Security- [redacted] Osorio, [redacted] Pinheiro, [redacted] Roman, [redacted] Gutierrez	STEWARDS:	JUDGES/STEWARDS:	

LICENSING

NUMBER CHECKED: 20 NUMBER UNLICENSED: N/A

ADMINISTRATIVE COMPLAINTS

AC's ATTEMPTED SERVICE: N/A AC's SERVED: 1

ACTION TAKEN

☐ EVIDENCE IMPOUNDED ☐ PROPERTY RECEIPT ☒ SECURITY NOTIFIED ☒ CORRECTIVE ACTION

☒ WARNING ISSUED ☒ CASE TO BE OPENED ☐ NO ACTION TAKEN

STATE OFFICIAL NOTIFIED: OTHER AGENCY NOTIFIED:

COMMENTS: During this visit I was accompanied by Inv. [redacted] Roca. Barn #7 under Kathleen O'Connell and Rodolfo Garcia were inspected. Trainer O'Connell was served and Administrative complaint. O'Connell was also verbally warned that her staff must always have there PMW license on their person. During the routine PMW license checks/request, Groom Brayan Lopez #8618391 came up behind Inv. Roca and grabbed her by the arm, then made a remark in Spanish in reference to "good looking women". The incident was reported to backside security, who immediately verbally warned him another incident would lead to a removal and he was

EXHIBIT # 1
PAGE #770

Issued a $100.00 fine. We also met with the Director of Security [redacted] Rodriguez, State office [redacted] Richards and [redacted] Ganpat. We also visited surveillance, present at the surveillance office was [redacted] Kudick, [redacted] Matthews-Hilaire and Surveillance Manager [redacted] Evans.

EMPLOYEE: [redacted] Melendez DATE: 9/22/2022

VIOLATION NOTICE

Gulfstream Park

NAME (Last) Lopez (First) Brayan

ADDRESS/DORM# G113 PMW UC# 8618391

OCCUPATION groom D.O.B [redacted]

TRAINER/EMPLOYER Rodolfo gonzalez

VEHICLE TYPE _____ TAG NO _____

BADGE NO _____ SS NO _____ D.O.B _____

On the 22 day of Sept 2022 at 12 hrs. location GSP

the above person did violate the below track rule(s) established by Gulfstream Park.

- ☐ Smoking in shed row/dorm room
- ☐ Unauthorized visitor
- ☐ Improper hay/straw storage
- ☐ Tampering with smoke detector
- ☐ Vehicle/hang down violation
- ☐ Drinking in the shed row
- ☐ Room violation
- ☐ Unclean room
- ☐ Glass bottle(s)
- ☐ Illegal parking
- ☐ Fighting
- ☐ Unleashed dog
- ☑ Disorderly conduct
- ☐ Under the influence
- ☐ Drug possession/paraphernalia
- ☐ Failure to put manure in pits
- ☐ Dumping shavings
- ☐ No PMW license/I.D. badge
- ☑ Failure to wear I.D.
- ☐ Pet in dorm room
- ☐ Cooking appliance(s)
- ☐ Other

Amount to Pay $ 100 by October 1 2022

Date PAID _____ Amount _____ Initial ____

Warning only	☐ Yes	☐ No	#2071
Fined	☑ Yes	☐ No	
Appear before Stewards	☐ Yes	☐ No	

[redacted] Roman

Security Officer

EXHIBIT # 2
PAGE # 1

Melendez, Kelly

From: Roca, [redacted]
Sent: Friday, September 23, 2022 3:03 PM
To: Jones, [redacted]
Cc: Melendez, [redacted]
Subject: RE: GSP Violation-9-22-2022

Hi Brad,

I did not report any injuries because I have none, which is also why law enforcement was not notified. We reported the incident to Security and they immediately issued him a $100.00 fine and warned him about the consequences which would result if he was to ever touch or grab any State Official or employee again. He was also advised that he would lose his job and be trespassed off the property if they had ANY other issues with him.

An incident report was not written, he only received a fine and a verbal warning. I am satisfied with the actions taken by the Security Staff at GSP as well as all the changes and improvements that have been made to the Security Department and backside barn area since Mr. [redacted] Rodriguez became the Security Director.

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Roca**
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954.202.6796

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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

From: Jones, [redacted]
Sent: Friday, September 23, 2022 10:25 AM
To: Roca, [redacted] Melendez, [redacted]
Subject: RE: GSP Violation-9-22-2022

Hello [redacted]

Please describe the details surrounding this event. Are you reporting any injury as a result of this incident? Did you obtain a copy of the GSP Security Report? Was law enforcement notified? Will the facility exclude the subject from the property?

Kelly,

Please prepare an OCR against the groom for interfering/impeding our official duties.

EXHIBIT # 3
PAGE # 1

FLORIDA GAMING CONTROL COMMISSION

[redacted] Jones
Investigations Supervisor
Division of Pari-Mutual Wagering

From: Roca, [redacted]
Sent: Friday, September 23, 2022 9:38 AM
To: Melendez, [redacted]
Cc: Jones, [redacted]
Subject: RE: GSP Violation-9-22-2022

Thank you.

FLORIDA GAMING CONTROL COMMISSION

[redacted] Roca
Investigation Specialist II
Division of Pari-Mutuel Wagering
Florida Department of Business and Professional Regulation
Phone: 954.202.6796

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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

From: Melendez, [redacted]
Sent: Friday, September 23, 2022 9:36 AM
To: Roca, [redacted]
Subject: FW: GSP Violation-9-22-2022

SEE BELOW

FLORIDA GAMING CONTROL COMMISSION

[redacted] Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

From: Melendez, [redacted]
Sent: Friday, September 23, 2022 9:35 AM
To: Jones, [redacted]
Subject: GSP Violation-9-22-2022

Good Morning [redacted]

EXHIBIT #3
PAGE # 2

While [redacted] and I were conducting license checks at GSP yesterday, a groom came up behind [redacted] and grabbed her arm/shoulder area. We reported him to security and they immediately issued him a $100 fine. They also indicated he has been a nuisance in the past.

FLORIDA GAMING CONTROL COMMISSION

[redacted] Melendez
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

EXHIBIT # 3
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: kmelendez

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 **06/30/2025**

File # **82603** Name **LOPEZ, BRAYAN** Extended To

License # **8618391** Rank **GIND - General Individual Occupational** Renewed On **06/02/2022**

Entity # **8618391** Lic Status **Current**

Address

Street # **901** Street **S FEDERAL HIGHWAY**

Line 2

Line 3

City **HALLANDALE BEACH** State **FL** Zip **33009**

Routing

Other

1st License Date **12/09/2019** Rank Date **06/02/2022** Certificate #

Method **I-S-1024** Status Dat[redacted] Certificate Date

Fee Exempt **No** Birth Dat[redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/03/2019	
I	TBRD - Thoroughbred	11/25/2009	
L	321 - Gulfstream Park	01/17/2020	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **8618391**

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EXHIBIT # 4
PAGE #

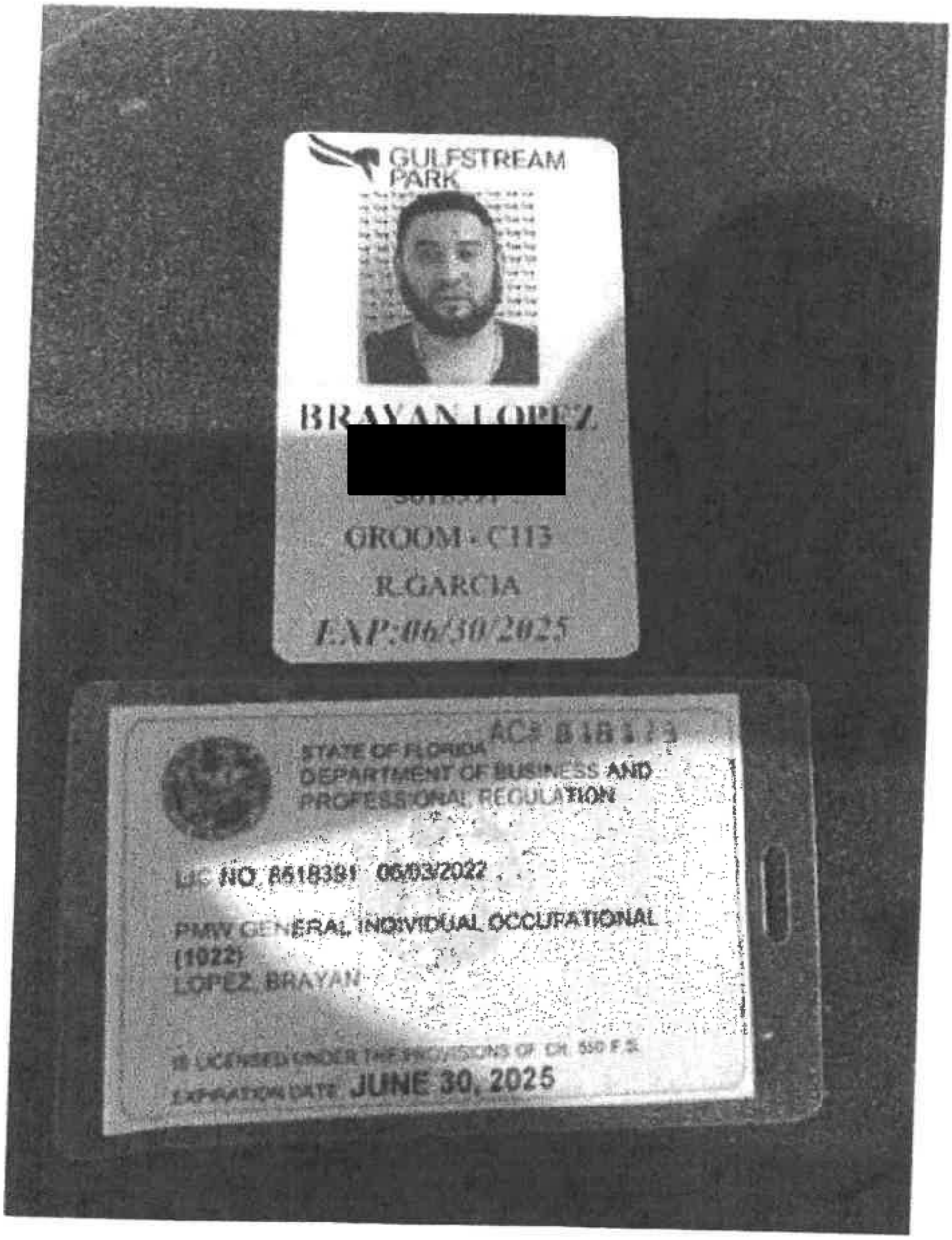

EXHIBIT # 4
PAGE # 2

GSP TRAINER'S BADGE LIST

TRAINER: RODOLFO GARCIA
BARN: 7
BADGE: 369749-25
TRAINER CELL: 954-297-9926
UPDATED ON: 9/9/2022

[redacted]

6/10/2022	BRAYAN LOPEZ	GROOM	[redacted]			

EXHIBIT #5
PAGE # 1

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: lmuniz

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	1022 - Pari-Mutuel General Individual Occupational			Status	20 Under Inve tigation	Status Date	09/30/2022
Complaint #	2022047408	Case Type	CMP Complaint	Disposition		Disposition Date	
Docket#		Respondent	LOPEZ, BRAYAN	Responsible	kmelendez - MELENDEZ, KELLY		Private Case

Complaint | Respondent | Complainant | Addt'l Info

Source	INTN - Internal	Security Level	1
Form	INTR - Internal	Priority	
Cla 'n	II-I - Interfering with Division Duties	Complexity	R Regular
Security	STND - Standard	Incident	09/22/2022
Region	SR - Southern Region	Received	09/27/2022
Reference	61D-2.003		
Entered	09/30/2022	Entered By	lmuniz
Summary	321-Gulfstream Park Racing Associates, Inc. ---------- / ----------. Knowingly Interfering with Division Duties: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan LOPEZ came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".		
Updated	09/30/2022 14:53:18	By	lmuniz

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Di po ition
☐ Inspection
☐ Costs
☐ Time Tracking — Auto Assign
☐ Attachments — History
☐ Work Notes — Print Report

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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, 2022

☒ PMW ☐ Cardroom ☐ Slot | ☐ Violation ☒ Incident ☐ Complaint

FACILITY NAME: Gulfstream Park Racing Association, Inc. (GSP) **LIC #:** 321

RESPONDENT

NAME: Brayan Lopez		
Address: 901 S Federal Highway, Dorm #C113, Hallandale Beach, FL 33009		Tel#:
LIC #: 8618391	**LIC TYPE:** 1022	**OCCUPATION:** Groom

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): VIOLATION(S) / TITLE(S): 61D-2.003 Knowingly Interfering With Division Duties. No person shall knowingly engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the permitholder's premises.

DESCRIPTION: On September 22, 2022, this Investigator and Investigator [redacted] Roca were conducting a facility/barn inspection of barn #7 at Gulfstream Park Racing Association Inc. (GSP). During a routine PMW license check, Groom Brayan **LOPEZ** came up behind Investigator Roca and grabbed her by the arm and made a comment in Spanish in reference to "good looking women".

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____ (Title of State Employee)

[redacted] Melendez (Print Name) | (Signature) | 9/26/2022 (Date)

FGCC-PMW (Effective 7/22)

Muniz, Luz

From: Jones, [redacted]
Sent: Tuesday, September 27, 2022 9:51 AM
To: Muniz, Luz
Cc: Campbell, [redacted]; Melendez, [redacted]; Kogan, [redacted]
Subject: FW: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties
Attachments: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning [redacted],

This is approved. Please open a case and assign it to [redacted] Melendez.

Thank you.

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Jones**
Investigations Supervisor
Division of Pari-Mutual Wagering

From: Melendez, [redacted]
Sent: Monday, September 26, 2022 4:41 PM
To: Jones, [redacted]
Subject: OCR-FGCC-GSP-Brayan Lopez-Interfering with Division Duties

FLORIDA GAMING CONTROL COMMISSION

[redacted] **Melendez**
Investigation Specialist II
Division of Pari-Mutuel Wagering
Office of Investigations
Fort Lauderdale, Florida
Office#: 954-202-6799

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: lmuniz

VR Home Complaint Search Maintain Complaint Licen e Home

Licen e

Fed Tax # [redacted] Lic Type 1022 - PMW General Individual Occupational Expire On 06/30/2025

File # 82603 Name LOPEZ, BRAYAN Extended To

License # 8618391 Rank GIND - General Individual Occupational Renewed On 06/02/2022

Entity # 8618391 Lic Status Current

Licensee

Hi tory

Notes

Notes History

Back

Addre

Street # 901 Street S FEDERAL HIGHWAY

Line 2

Line 3

City HALLANDALE BEACH State FL Zip 33009

Routing

Other

1st License Date 12/09/2019 Rank Date 06/02/2022 Certificate #

Method I-S-1024 Status Date 12/09/2019 Certificate Date

Fee Exempt No Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	GROM - Groom	12/03/2019	
I	TBRD Thoroughbred	11/25/2009	
L	321 - Gulfstream Park	01/17/2020	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR 8618391

Get Adobe Reader.

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. South Marion Real Estate Holdings, LLC, Case Nos. 2022-051624 & 2022-055140; Consent Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by South Marion Real Estate Holdings, LLC ("Respondent") to resolve Case Nos. 2022-051624 & 2022-055140. Pursuant to the terms of the proposed order, Respondent would be issued a $750 fine for violating rules 61D-11.014(4)(b)2, 61D-11.014(4)(c), and 61D-11.012(9), Florida Administrative Code.

Background

On or about October 24, 2022, it was discovered that Respondent failed to indicate the time a damaged card was withdrawn from play on the damaged card envelope and failed to permanently alter a damaged card that was withdrawn from play. Respondent also failed to provide identification cards to multiple employees that contained a photo on or about October 24, 2022, November 1, 2022, and November 14, 2022. Respondent has no prior violations of rules 61D-11.014(4)(b)2, 61D-11.014(4)(c), and 61D-11.012(9), Florida Administrative Code.

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 849.086, Florida Statutes, or any rules adopted pursuant to that section.[1]

Rule 61D-11.014(4)(b)2, Florida Administrative Code, provides "[t]he sealed envelope or evidence bag shall be marked with the table number, the date, and time the deck was withdrawn from play.

[1] § 849.086(14)(c), Fla. Stat.

Rule 61D-11.014(4)(c), Florida Administrative Code, provides that "[c]ards which have been removed from play shall be permanently altered so that the cards cannot be put back into play.

Rule 61D-11.012(9), Florida Administrative Code, provides, in pertinent part, that "[c]ardroom operators are required to issue a photo identification to all cardroom employees."

Because Respondent failed to indicate the time a damaged card was withdrawn from play on the damaged card envelope, failed to permanently alter a damaged card that was withdrawn from play, and failed to provide identification cards to multiple employees that contained a photo, it is subject to an administrative fine of up to $1000 per violation.

Staff Recommendation: The Florida Gaming Control Commission should adopt the settlement and consent order in Case Nos. 2022-051624 & 2022-055140.

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 Nos.: 2022-051624
2022-055140

SOUTH MARION REAL ESTATE HOLDINGS, LLC,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and South Marion Real Estate Holdings, LLC ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a Cardroom permit and license, number 545-1002, issued by the Division.

2. This Consent Order is to be entered in resolution of the three-count Administrative Complaint filed in FGCC Case Numbers 2022-051624 and 2022-055140, alleging that:

a. On October 24, 2022, Respondent was in violation of Rule 61D-11.014(4)(b)2, Florida Administrative Code, by failing to indicate the time a damaged card was withdrawn from play on the damaged card envelope

b. On October 24, 2022, Respondent was in violation of Rule 61D-11.014(4)(c), Florida Administrative Code, by failing to permanently alter a damaged card that was withdrawn from play.

c. On or about October 24, 2022, November 1, 2022, and November 14, 2022 Respondent was in violation of Rule 61D-11.012(9), Florida Administrative Code, by failing to provide identification cards to multiple employees that contained a photo.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that it is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the total sum of **SEVEN HUNDRED FIFTY DOLLARS ($750.00)**, at the time Respondent submits an executed copy of this Consent Order. The fines are assessed as follows:

a. **2022-051624: $500.00**

b. **2022-055140: $250.00**

11. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-Mutuel Wagering (NO PERSONAL CHECKS).** Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

12. Respondent must mail this Consent Order and the payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Numbers 2022-051624 and 2022-055140 on the face of the payment.

13. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

14. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent

Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

15. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

16. This Consent Order may be signed in counterparts, and copies shall be treated as original.

17. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

18. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

19. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, **SOUTH MARION REAL ESTATE HOLDINGS, LLC**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 17 day of January, 2023.

SOUTH MARION REAL ESTATE HOLDINGS, LLC, Respondent

Signed on behalf of South Marion Real Estate Holdings, LLC by:

Joshua Mendola
Printed Name

Chief Operating Officer
Title

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17 day of January, 2023, by Joshua Mendola, who is personally known to me or who produced the following as identification: Driver Licences

LETONGE DENISE BELL
Notary Public - State of Florida
Commission # HH 061049
My Comm. Expires Dec 15, 2024
Bonded through National Notary Assn.

Letonge Bell
Notary Public

My commission expires:

APPROVED this 25 day of January, 2023.

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 12/21/2022
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 Nos.: 2022-051624
2022-055140

SOUTH MARION REAL ESTATE HOLDINGS, LLC,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against South Marion Real Estate Holdings, LLC ("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 permit and license, number 545-1002, issued by Petitioner.

COUNT I

3. Petitioner re-alleges and adopts paragraphs numbered one and two as if set forth fully herein.

4. On or about October 24, 2022, Respondent failed to indicate the time a damaged card was withdrawn from play on the damaged card envelope.

5. Rule 61D-11.014(4)(b)2, Florida Administrative Code, provides "[t]he sealed envelope or evidence bag shall be marked with the table number, the date, and time the deck was withdrawn from play.

6. Based on the foregoing, Respondent violated Rule 61D-11.014(4)(b)2, Florida Administrative Code, by failing to indicate the time a damaged card was withdrawn from play on the damaged card envelope.

COUNT II

7. Petitioner re-alleges and adopts paragraphs numbered one and two as if set forth fully herein.

8. On or about October 24, 2022, Respondent failed to permanently alter a damaged card that was withdrawn from play.

9. Rule 61D-11.014(4)(c), Florida Administrative Code, provides that "[c]ards which have been removed from play shall be permanently altered so that the cards cannot be put back into play.

10. Based on the foregoing, Respondent violated Rule 61D-11.014(4)(c), Florida Administrative Code, by failing to permanently alter a damaged card that was withdrawn from play.

COUNT III

11. Petitioner re-alleges and adopts paragraphs numbered one and two as if set forth fully herein.

12. On or about October 24, 2022, November 1, 2022, and November 14, 2022, it was discovered that Respondent failed to provide identification cards to multiple employees that contained a photo.

13. Rule 61D-11.012(9), Florida Administrative Code, provides, in pertinent part, that "[c]ardroom operators are required to issue a photo identification to all cardroom employees."

14. Based on the foregoing, Respondent violated Rule 61D-11.012(9), Florida Administrative Code, by failing to provide identification cards to multiple employees that contained a photo.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Numbers 2022-051624 and 2022-055140 is signed this 20th day of October, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**12/16/2022**
Complaint #	**2022055140**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**SOUTH MARION REAL ESTATE HOLDINGS, LLC**	Responsible	**lmoore ROUNDS, LEEANN**		**Private Case**

Complaint | Re pondent | 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	**11/14/2022**
Region	**NR - Northern Region**	Received	**11/15/2022**
Reference	**61D-11.012(9)**		
Entered	**11/17/2022**	Entered By	**lmuniz**
Summary	**545-South Marion Real Estate Holdings, LLC ------- / --------- . Duties of Cardroom Operators: During a routine biweekly cardroom inspection at Oxford Downs on November 14, 2022, I discovered a Dealer with a photo identification that was missing the photo.**		
Updated	**12/16/2022 11:32:32**	By	**lmuniz**

☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**NOVEMBER 15, 2022**	**2022 05 5140**

Respondent:	Complainant:
SOUTH MARION REAL ESTATE HOLDINGS, LLC **(Oxford Downs)** **17699 US 301** **SUMMERFIELD, FL 34491** [redacted]	**STATE OF FLORIDA** **DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION** **DIVISION OF PARI-MUTUEL WAGERING**

License # and Type:	Profession:	Report Date:
542 / 1002	**PERMIT HOLDER**	**NOVEMBER 28, 2022**

Period of Investigation:	Type of Report:
NOVEMBER 14, 2022 – NOVEMBER 28, 2022	**FINAL**

Alleged Violation: **F.A.C. 61D-11.012 Duties of Cardroom Operators:**

(9) Cardroom operators are required to issue a photo identification to all cardroom employees. The photo identification shall include, at a minimum, the name of the cardroom facility, cardroom employee occupational license number, and the employee's name.

Synopsis: On November 14, 2022, during a routine biweekly cardroom inspection at Oxford Downs, I discovered a Dealer wearing an identification badge which did not have a photo of the employee.

Related Case:

Investigator / Date	Investigator Supervisor / Date
/s/ Lee Ann Rounds Lee Ann Rounds / November 28, 2022	/s/ C. Derek Washington C. Derek Washington / December 7, 2022

Chief of Investigations / Date

/s/ Steven E. Kogan / December 15, 2022

CONTINUATION

Investigative Activity:

On October 24, 2022, at Oxford Downs, I spoke with Assistant General Manager **JOSHUA MENDOLA** (PMW License #10014669) about photo identification badges because I noticed several employees not having their photos on their badges. He explained he's the one that makes the photo badges and that he had been away from work. He stated that all ID badges with missing photos were new employees and that the ID badges with missing photos would be corrected by the end of the day.

On November 1, 2022, at approximately 12:30 PM, while at Oxford Downs, I advised Cardroom Manager **DAROLD DONNELLY** that on my previous inspection on October 24, 2022, I had observed several employees with identification badges with no photos. I also advised him that I had spoken with **MENDOLA** about the issue. **DONNELLY** stated he was aware of the situation and that all badges now included photos.

On November 14, 2022, at approximately 1:00 PM, while conducting a routine biweekly cardroom inspection at **Oxford Downs**, I observed Poker Dealer **PATTARAPORN VORBECK** (PMW License # 10359466), wearing her photo identification badge, which did not have a photo.

I then spoke to Floor Supervisor **FRANK CRESPO** (PMW License #7056803) and informed him of the violation. **CRESPO** said the Dealer has been working for the cardroom for about one year. He stated he would advise the Cardroom Manager, **DAROLD DONNELLY** (PMW License #11022678).

Conclusion: On two (2) separate occasions, I informed facility management of the discrepancies related to employee Identification badges not having a photo. Management then assured me the matter would be corrected. However, during my latest inspection on November 14, 2022, I found the same issue. **SOUTH MARION REAL ESTATE HOLDINGS, LLC (Oxford Downs)** is in violation of **Florida** Rule 61D-11.012 (9) for not providing a photo of Poker Dealer **PATTARAPORN VORBECK** on his ID badge.

A check of the Versa Regulations Enforcement database shows no prior violations involving the above-cited Rule.

Status: Investigation case closed and case forward to Legal for review.

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3. Vorbeck License……1-1

License

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **60** Name **SOUTH MARION REAL ESTATE HOLDINGS, LLC** Extended To

License # **545** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **545** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **106** Street **EAST COLLEGE AVENUE**

Line 2 **SUITE 810**

Line 3

City **TALLAHASSEE** State **FL** Zip **32301**

Routing **Monica Harper**

Other

1st License Date **03/24/2022** Rank Date **03/24/2022** Certificate #

Method **I-S-1020** Status Date **02/25/2016** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
No items found.			

Alt Keys

BEST LIC NBR **545**

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Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2024**

File # **70732** Name **DONNELLY, DAROLD RAY** Extended To

License # **11022678** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **11022678** Lic Status **Current**

Address

Street # **10883** Street **SW 47TH CT**

Line 2

Line 3

City **OCALA** State **FL** Zip **34476**

Routing

Other

1st License Date **06/02/2021** Rank Date **06/02/2021** Certificate #

Method **I-S-1020** Status Date **06/02/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	TMGT - Track Management	06/02/2021	
L	545 - South Marion Real Estate Holding, LLC	06/02/2021	
Y	3YR - 3 Year License	06/02/2021	

Alt Keys

BEST LIC NBR **11022678**

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Domain **100 - Division of Pari-Mutuel Wagering**

Logged in as: **lmoore**

VR Home > License Search > **License Home**

Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1012 - Cardroom Employee Occupational** Expires On **06/30/2023**

File # **12503** Name **VORBECK, PATTARAPORN** Extended To

License # **10359466** Rank **CEMP - Cardroom Employee Occupational** Renewed On

Entity # **10359466** Lic Status **Current**

Address

Street # **298** Street **PACOLET TER**

Line 2

Line 3

City **THE VILLAGES** State **FL** Zip **32162**

Routing

Other

1st License Date **02/09/2021** Rank Date **02/09/2021** Certificate #

Method **I-S-1024** Status Date **02/09/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	DEAL - Dealer	01/12/2021	
I	QHRS - Quarter-Horse	01/12/2021	
L	545 - South Marion Real Estate Holding, LLC	01/12/2021	
Y	3YR - 3 Year License	01/12/2021	

Alt Keys

BEST LIC NBR **10359466**

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Lic Type	**1002 - Cardroom License**			Status	**20 Under Inve tigation**	Status Date	**11/17/2022**
Complaint #	**2022055140**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**SOUTH MARION REAL ESTATE HOLDINGS, LLC**	Responsible	**lmoore - ROUNDS, LEEANN**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**V-C - Cardroom Violations**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**11/14/2022**
Region	**NR - Northern Region**	Received	**11/15/2022**
Reference	**61D-11.012(9)**		
Entered	**11/17/2022**	Entered By	**lmuniz**
Summary	**545-South Marion Real Estate Holdings, LLC ------- / --------- . Duties of Cardroom Operators: During a routine biweekly cardroom inspection at Oxford Downs on November 14, 2022, I discovered a Dealer with a photo identification that was missing the photo.**		
Updated	**11/17/2022 12:41:58**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
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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: November 14, 2022

☐ PMW ☒ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: SOUTH MARION REAL ESTATE HOLDINGS, LLC **LIC #:** 545

RESPONDENT

NAME: SOUTH MARION REAL ESTATE HOLDINGS, LLC		
Address: 106 East College Ave, Suite 810, Tallahassee, Florida 32301		Tel [redacted]
LIC #: 545	**LIC TYPE:** 1002	**OCCUPATION:** Permit Holder

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **61D-11.012 Duties of Cardroom Operators**

(9) Cardroom operators are required to issue a photo identification to all cardroom employees. The photo identification shall include, at a minimum, the name of the cardroom facility, cardroom employee occupational license number, and the employee's name.

DESCRIPTION: During a routine biweekly cardroom inspection at Oxford Downs on November 14, 2022, I discovered a Dealer with a photo identification that was missing the photo.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Lee Ann Rounds	*Lee Ann Rounds*	November 14, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Washington, Derek
Sent: Tuesday, November 15, 2022 10:18 AM
To: Muniz, Luz
Cc: Rounds, LeeAnn
Subject: OCR OD 11142022
Attachments: OCR OD 11142022.docx

Hello Luz,
Attached is an OCR for a cardroom violation (Oxford Downs), please assign to Lee Ann.

Thanks
Derek

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **Imuniz**

Licen e

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **60** Name **SOUTH MARION REAL ESTATE HOLDINGS, LLC** Extended To

License # **545** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **545** Lic Status **Current**

Licensee
Hi tory
Notes
Notes History
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Addre

Street # **106** Street **EAST COLLEGE AVENUE**

Line 2 **SUITE 810**

Line 3

City **TALLAHASSEE** State **FL** Zip **32301**

Routing **Monica Harper**

Other

1st License Date **03/24/2022** Rank Date **03/24/2022** Certificate #

Method **I-S-1020** Status Date **02/25/2016** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
No items found.			

Alt Keys

BEST LIC NBR **545**

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Lic Type	**1002 - Cardroom License**			Status	**90 Closed**	Status Date	**12/09/2022**
Complaint #	**2022051624**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**SOUTH MARION REAL ESTATE HOLDINGS, LLC**	Responsible	**lmoore ROUNDS, LEEANN**		**Private Case**

Complaint | Re pondent | 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	**10/24/2022**
Region	**NR - Northern Region**	Received	**10/26/2022**
Reference	**61D-11014(4)(b)(2), (b)(5)&(c)**		
Entered	**10/26/2022**	Entered By	**lmuniz**
Summary	**545-South Marion Real Estate Holdings, LLC -------- / ---------- . Damaged Cards: On October 24, 2022, during a routine biweekly cardroom inspection at Oxford Downs Cardroom, I found two envelopes containing damaged cards that did not indicate the time the cards were removed from play on the envelope. In addition, I also found one envelope that contained one damaged card that had not been permanently altered so that the card could not be put back into play.**		
Updated	**12/09/2022 11:31:58**	By	**lmuniz**

Parties | Activities | Allegation | Di cipline | Violations | Compliance | Related | Disposition | Inspection | Co t | 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**OCTOBER 26, 2022**	**2022 05 1624**

Respondent:	Complainant:
SOUTH MARION REAL ESTATE HOLDINGS, LLC **(Oxford Downs)** **17699 US 301** **SUMMERFIELD, FL 34491** [redacted]	**STATE OF FLORIDA** **DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION** **DIVISION OF PARI-MUTUEL WAGERING**

License # and Type:	Profession:	Report Date:
542 / 1002	**PERMIT HOLDER**	**NOVEMBER 18, 2022**

Period of Investigation:	Type of Report:
OCTOBER 24, 2022 – NOVEMBER 18, 2022	**FINAL**

Alleged Violation: **F.A.C. 61D-11.014 Damaged Cards:**

(4)(b)2 The sealed envelope or evidence bag shall be marked with the table number, the date, and time the deck was withdrawn from play,

(4)(b)5(c) Cards which have been removed from play shall be permanently altered so that the cards cannot be put back into play.

Synopsis: On October 24, 2022, during a routine biweekly inspection at Oxford Downs, I discovered two envelopes containing damaged cards that did not indicate the time the cards were removed from play on the envelope. In addition, I also found one envelope that contained one damaged card that had not been permanently altered so the card could not be put back into play.

Related Case: 2016 05 6475

Investigator / Date	Investigator Supervisor / Date
/s/ *Lee Ann Rounds* Lee Ann Rounds / November 18, 2022	/s/ C. Derek Washington C. Derek Washington / November 26, 2022

Chief of Investigations / Date

/s/ Steven E. Kogan

Steven E. Kogan / December 9, 2022

CONTINUATION

Investigative Activity:

On October 24, 2022, at approximately 1:30 PM, while conducting a routine biweekly inspection at **Oxford Downs**, I discovered a damaged card removed from play that was not permanently altered to prevent it from being placed back into play. I also discovered two damaged card envelopes that failed to indicate the time on the envelopes when the two damaged cards were removed from play. (**EXHIBIT #1 & 2)**

On October 24, 2022, at approximately 2:00 PM, I spoke with Floor Supervisor **FRANK CRESPO** (PMW License #7056803). I informed him of the violations and he said he would make Cardroom Manager **DAROLD DONNELLY** (PMW License #11022678) aware of the matter. I then emailed **DONNELLY** a copy of my photos of the two damaged card envelopes with the time missing and the photo of the card that was not permanently altered. **CRESPO** also had the one card permanently altered as required upon our discussion.

On November 18, 2022, at approximately 1:50 PM, I spoke with **DONNELLY** by telephone. He said he conducted employee counseling and enacted a checklist procedure to ensure these violations would not occur in the future.

SOUTH MARION REAL ESTATE HOLDINGS, LLC violated Florida Rules 61D-11.014 (4)(b)2 & (4)(c).

A check of the Versa Regulations Enforcement database shows one prior violation involving damaged card procedures **(EXHIBIT #4)**:

1. Case 2016 05 6475 – Consent Order $100.

Status: Investigation case closed and case forwarded to legal for review.

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II. INVESTIGATIVE REPORT ……..

III. EXHIBITS

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2. Photos of Envelopes failing to Indicate time..……..1-2
3. License Information ……..……...……...1-3
4. Prior Violation ……...1-6

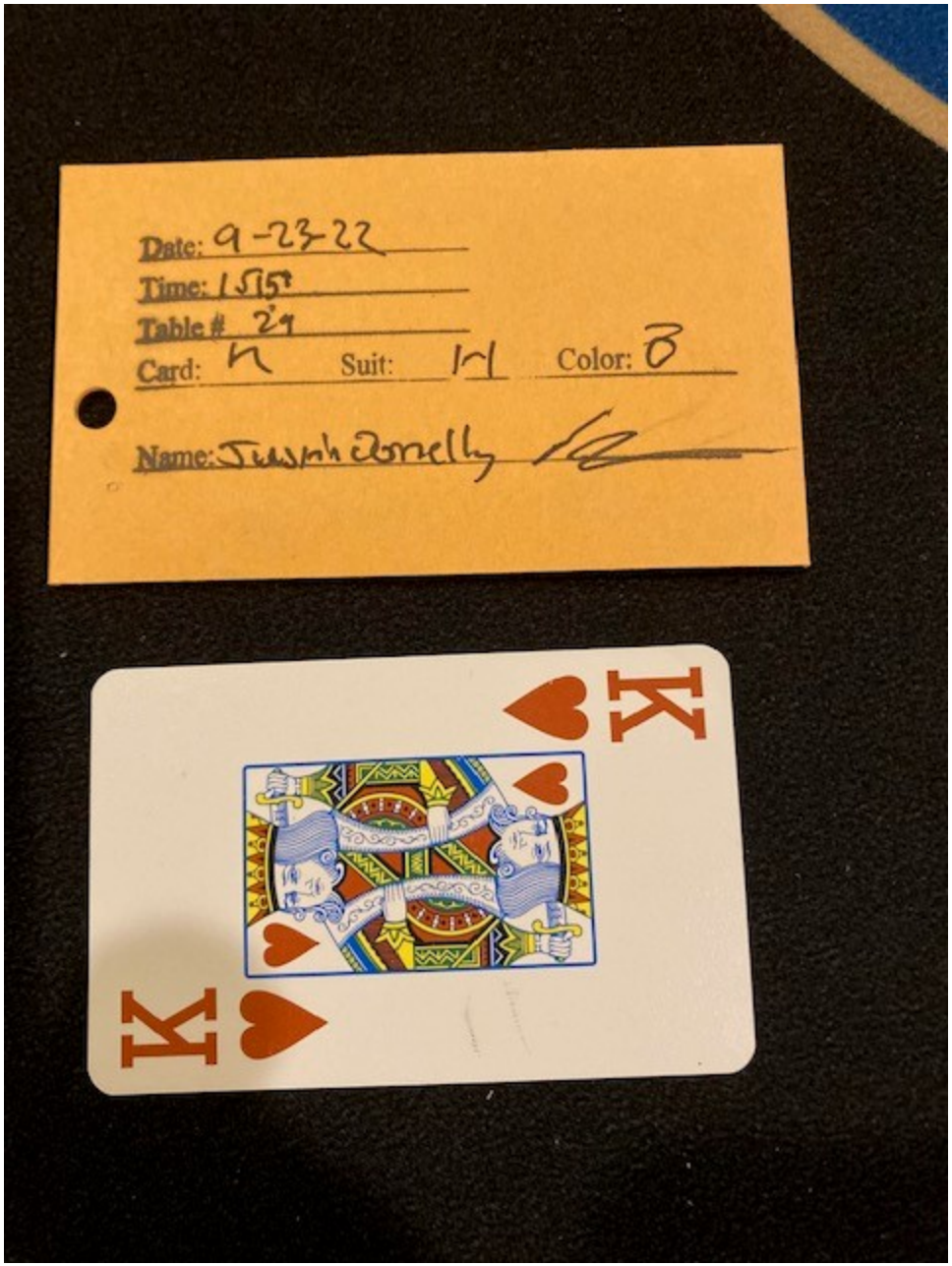

Exhibit 1
Page 1/2

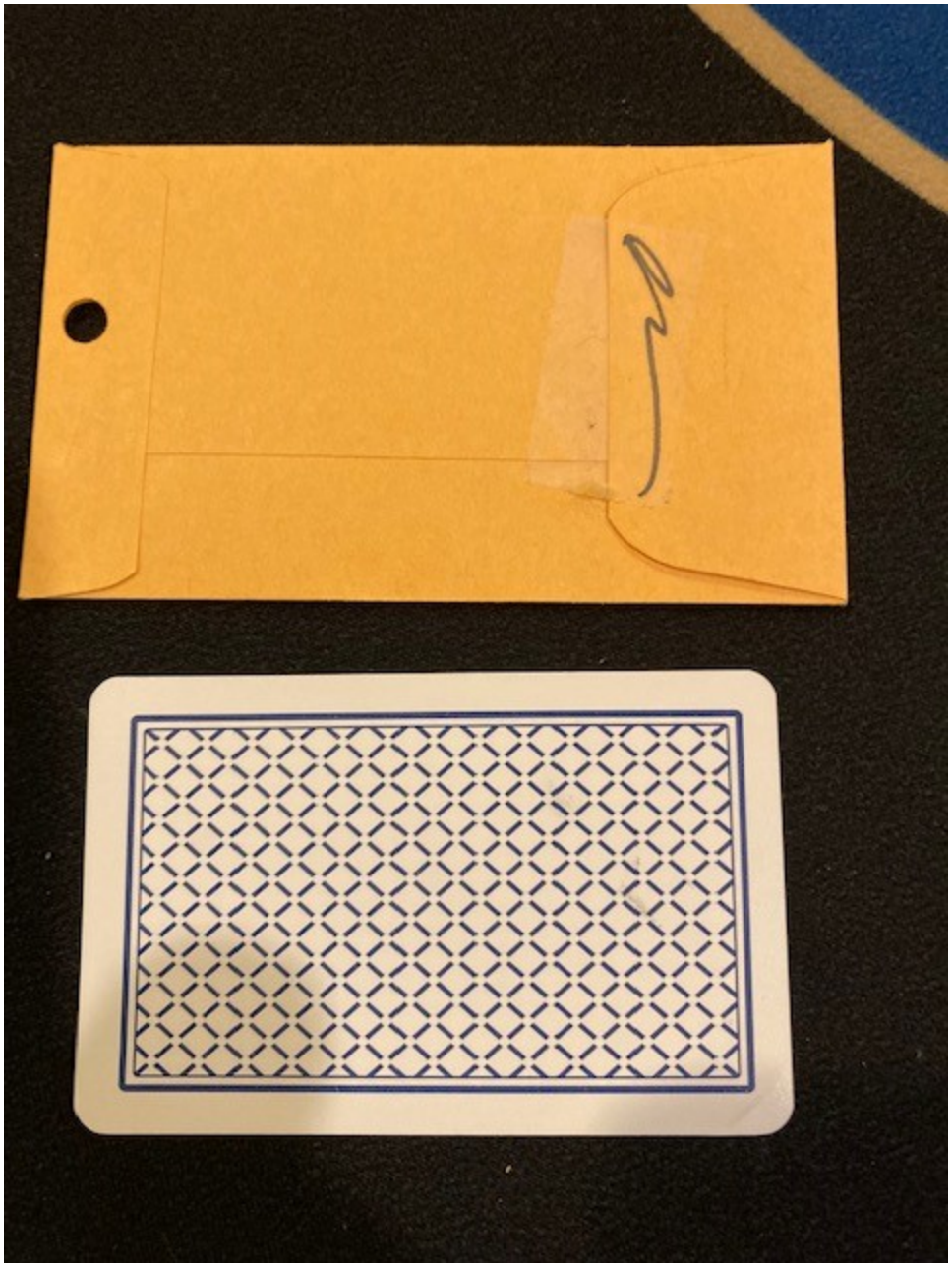

Exhibit 1
Page 2/2

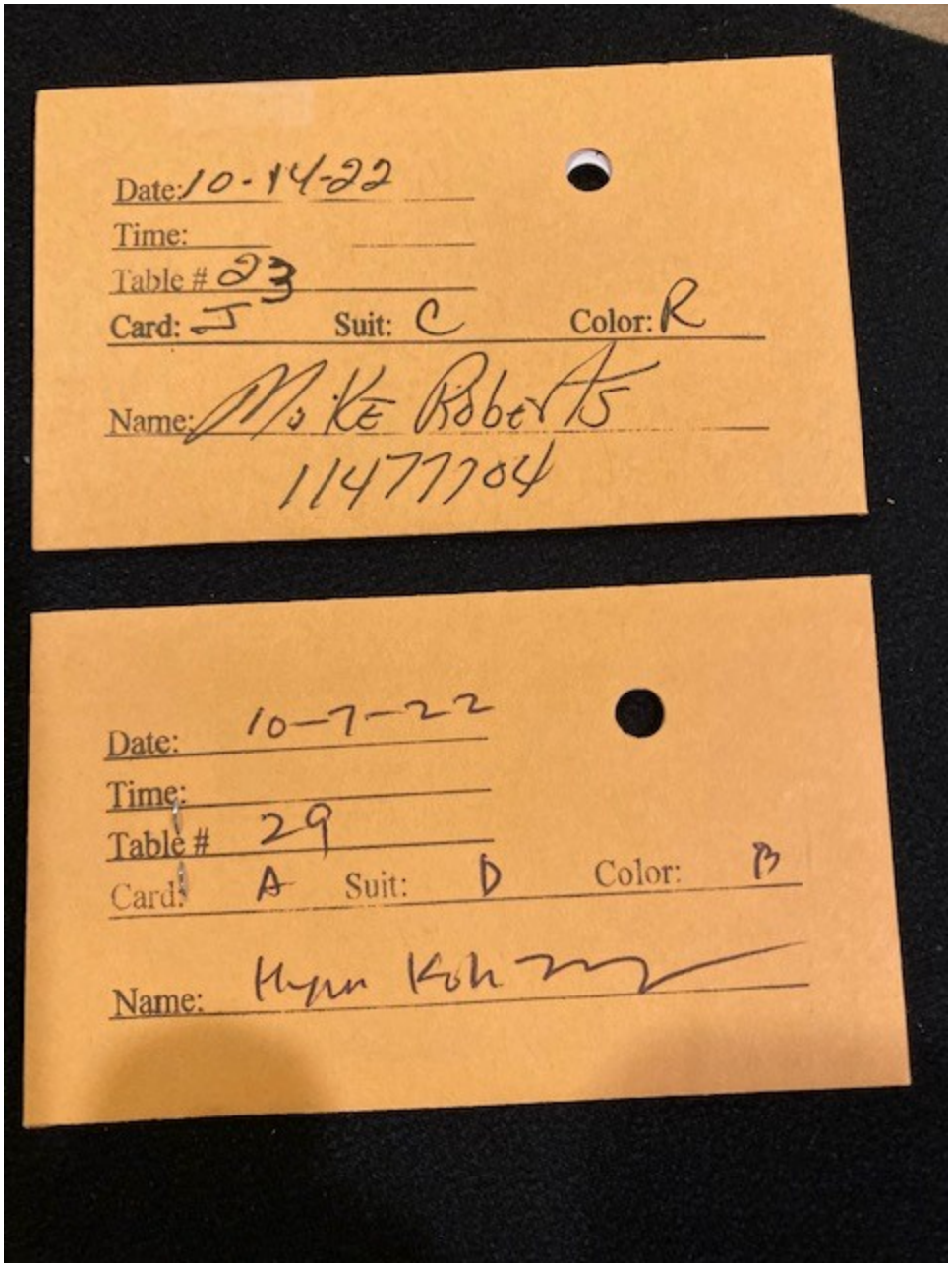

Exhibit 2
Page 1/2

Exhibit 2
Page 2/2

License

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **60** Name **SOUTH MARION REAL ESTATE HOLDINGS, LLC** Extended To

License # **545** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **545** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **106** Street **EAST COLLEGE AVENUE**

Line 2 **SUITE 810**

Line 3

City **TALLAHASSEE** State **FL** Zip **32301**

Routing **Monica Harper**

Other

1st License Date **03/24/2022** Rank Date **03/24/2022** Certificate #

Method **I-S-1020** Status Date **02/25/2016** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
No items found.			

Alt Keys

BEST LIC NBR **545**

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Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2024**

File # **70732** Name **DONNELLY, DAROLD RAY** Extended To

License # **11022678** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **11022678** Lic Status **Current**

Address

Street # **10883** Street **SW 47TH CT**

Line 2

Line 3

City **OCALA** State **FL** Zip **34476**

Routing

Other

1st License Date **06/02/2021** Rank Date **06/02/2021** Certificate #

Method **I-S-1020** Status Date **06/02/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	TMGT - Track Management	06/02/2021	
L	545 - South Marion Real Estate Holding, LLC	06/02/2021	
Y	3YR - 3 Year License	06/02/2021	

Alt Keys

BEST LIC NBR **11022678**

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Licensee | History | Notes | Notes History | Back

License

Fed Tax # [redacted] Lic Type **1012 - Cardroom Employee Occupational** Expires On **06/30/2025**

File # **1884** Name **CRESPO, FRANKLIN GEORGE JR.** Extended To

License # **7056803** Rank **CEMP - Cardroom Employee Occupational** Renewed On **05/27/2022**

Entity # **7056803** Lic Status **Current**

Address

Street # **3701** Street **SE 98TH PL**

Line 2

Line 3

City **BELLEVIEW** State **FL** Zip **34420**

Routing

Other

1st License Date **06/10/2019** Rank Date **05/27/2022** Certificate #

Method **I-S-1024** Status Date **06/10/2019** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	DEAL - Dealer	05/27/2022	
C	FLOR - Floor/Floor Manager	05/30/2019	
I	QHRS - Quarter-Horse	05/30/2019	
L	545 - South Marion Real Estate Holding, LLC	06/10/2019	
Y	3YR - 3 Year License	05/03/2016	

Alt Keys

BEST LIC NBR **7056803**

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FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Brandon Nichols
Date 4/21/2017
File # 2017-03159

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

DBPR Case No. 2016-056475

v.

SOUTH MARION REAL ESTATE HOLDINGS, LLC,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The State of Florida, Department of Business & Professional Regulation, Division of Pari-Mutuel Wagering ("Division") and South Marion Real Estate Holdings, LLC ("Respondent") hereby stipulate and agree to the following terms and issuance of this Consent Order.

1. The Petitioner is the state agency charged with regulating pari-mutuel wagering pursuant to Chapter 550, Florida Statutes.

2. The Petitioner is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by Consent Order.

3. At all times material hereto, Respondent held a permit to conduct Pari-Mutuel Wagering, and pari-mutuel wagering license number 545-1002, issued by Petitioner.

4. This Stipulation and Consent Order is to be entered in resolution of DBPR case number 2016-056475, alleging that Respondent failed to properly mark damaged card envelopes with the date and time the cards were withdrawn from play.

5. This Stipulation and Consent Order was entered into in consideration of the fact that Respondent has confirmed that this error was immediately corrected.

STIPULATION

WHEREAS the parties desire to resolve this matter, the following terms are stipulated:

6. The Division has jurisdiction over this matter and the parties.

7. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by Consent Order.

8. Each party has entered into the terms of this Consent Order voluntarily. Respondent is aware that she is entitled to the advice of counsel. Respondent has sought the advice of counsel. Respondent acknowledges that the Division has not made any promise nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

9. This Consent Order is enforceable under Section 120.69 and Chapter 550, Florida Statutes, as final agency action.

10. Each party shall bear its own costs and legal fees related to this matter, and no financial claim shall be made against the Division in this action.

11. Respondent and the Division acknowledge and agree that this Consent Order and contained stipulation constitute the Final Order of the Division respecting the matters set forth above and that further administrative and judicial review is hereby waived by both parties.

12. Respondent and the Division fully understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

13. Respondent neither admits nor denies committing the violations set forth in this Consent Order, however, this Consent Order may be considered in aggravation of any future disciplinary proceedings involving Respondent.

14. FINE: Respondent agrees to, and shall pay to the Division, the sum of one hundred dollars ($100.00) to be paid at the time Respondent submits an executed copy of this Consent

Order. Said payment shall be in the form of a check or money order made payable to Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering and mailed to the attention of Gauge D. Campbell at 2601 Blair Stone Rd., Tallahassee, FL 32399-1035. Please reference the case number on the face of the check. The Division's adoption of this Consent Order constitutes acknowledgement of receipt of payment of the above amount.

15. It is expressly understood that this Stipulation is subject to the approval of the Director of the Division of Pari-Mutuel Wagering ("Director"). In this regard, the Stipulation shall have no force and effect unless this Consent Order, incorporating the terms of this Stipulation, is signed by both parties. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as evidence against Respondent in any proceeding.

16. Upon the Division's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order and the matters addressed hereby. Upon the Division's adoption of this Consent Order, Respondent waives the right to seek any attorney's fees or costs from the Department in connection with this proceeding.

17. This Stipulation and Consent Order is executed by both parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Director to review and examine all materials concerning Respondent prior to or in conjunction with consideration of the Stipulation. Should this Stipulation not be accepted by the Director, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Director shall not unfairly or illegally prejudice the Director or the Respondent from further participation, consideration, or resolution of these proceedings.

Respondent, SOUTH MARION REAL ESTATE HOLDINGS, LLC, herby agrees and consents to the terms and conditions of this Stipulation and Consent Order this 31 day of March, 2017.

By: TONY Mendola
South Marion Real Estate Holdings, LLC
Respondent

STATE OF Florida,
COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me this 31 day of March, 2017, by _____ who is personally known to me or who produced the following as identification: _____

Notary Public
My Commission Expires:
12-6-2020

MONICA GAIL HARPER
MY COMMISSION # GG052771
EXPIRES December 06, 2020

APPROVED for legal sufficiency this 18 day of April, 2017.

~~WILLIAM D. HALL~~ LOUIS Trombetta
Deputy Chief Attorney, FL Bar NO. 108119
Division of Pari-Mutuel Wagering
Department of Business & Professional Regulation

IT IS HEREBY ORDERED THAT:

The foregoing Consent Order shall constitute the agreed resolution of this matter and the Final Order of the Division in DBPR Case. No. 2016-056475 once it is filed with the Agency Clerk.

DONE AND ORDERED this 13 day of April, 2017, in Tallahassee, Florida.

ANTHONY J. GLOVER, DIRECTOR
Division of Pari-Mutuel Wagering
Department of Business & Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32399-1035

CERTIFICATE OF SERVICE

I hereby certify this 21st day of April, 2017, that a true copy of the foregoing has been furnished by regular U.S. mail to:

SOUTH MARION REAL ESTATE HOLDINGS, LLC
c/o John Lockwood, Esq.
106 E. College Ave., #810
Tallahassee, FL 32301

AGENCY CLERK'S OFFICE
Department of Business & Professional Regulation

Copies to:

Charles Dewrell, Assistant General Counsel
<Charles.Dewrell@myfloridalicense.com>

EXHIBIT #4
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Dewrell, Charles

From: Kala Shankle <kala@lockwoodlawfirm.com>
Sent: Tuesday, April 18, 2017 10:47 AM
To: Dewrell, Charles
Subject: Re: South Marion Consent Order, 2016-056475

That's fine with me. Thanks!

From: "Dewrell, Charles" <Charles.Dewrell@myfloridalicense.com>
Date: Tuesday, April 18, 2017 at 10:43 AM
To: Kala Shankle <kala@lockwoodlawfirm.com>
Subject: South Marion Consent Order, 2016-056475

Hi Kala,

I've run into an issue with our Agency Clerk accepting the Consent Order you sent back. The issue is with paragraph 4 which reads:

> "This Stipulation and Consent Order is to be entered in resolution ***of the one-count Administrative Complaint filed*** in DBPR case number 2016-056475, alleging that Respondent failed to properly mark damaged card envelopes with the date and time the cards were withdrawn from play."

Since we never actually filed the AC, I was just going to amend that paragraph to look like this:

> "This Stipulation and Consent Order is to be entered ***in resolution of DBPR case number 2016-056475***, alleging that Respondent failed to properly mark damaged card envelopes with the date and time the cards were withdrawn from play."

Would you be ok with me making that change and just substituting out the first page of the signed consent order with the new language? I figure that would save the hassle of having a new document signed/notarized/etc. for such a small issue. If so, please let me know what font you changed the Consent Order to so I can make the change.

Thanks,
CJ

Charles Dewrell, Esq.
Attorney, Division of Pari-Mutuel Wagering
FL Dept. of Business & Professional Regulation
2601 Blair Stone Rd.
Tallahassee, FL 32399
Desk: 850.717.1209

EXHIBIT #4
PAGE 6/6

Lic Type	**1002 - Cardroom License**			Status	**20 Under Inve tigation**	Status Date	**10/26/2022**
Complaint #	**2022051624**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**SOUTH MARION REAL ESTATE HOLDINGS, LLC**	Responsible	**lmoore - ROUNDS, LEEANN**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**V-C - Cardroom Violations**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**10/24/2022**
Region	**NR - Northern Region**	Received	**10/26/2022**
Reference	**61D-11014(4)(b)(2), (b)(5)&(c)**		
Entered	**10/26/2022**	Entered By	**lmuniz**
Summary	**545-South Marion Real Estate Holdings, LLC -------- / ---------- . Damaged Cards: On October 24, 2022, during a routine biweekly cardroom inspection at Oxford Downs Cardroom, I found two envelopes containing damaged cards that did not indicate the time the cards were removed from play on the envelope. In addition, I also found one envelope that contained one damaged card that had not been permanently altered so that the card could not be put back into play.**		
Updated	**10/26/2022 13:39:19**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Di po ition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

Change | Save | OK | Cancel | Back

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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: October 24, 2022

☐ PMW ☒ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: SOUTH MARION REAL ESTATE HOLDINGS, LLC **LIC #:** 545

RESPONDENT

NAME: SOUTH MARION REAL ESTATE HOLDINGS, LLC		
Address: **106 East College Ave, Suite 810, Tallahassee, Florida 32301**		[redacted]
LIC #: 545	**LIC TYPE:** 1002	**OCCUPATION:** Permit Holder

COMPLAINANT

NAME:		Tel #:
Address:		
LIC #:	**LIC TYPE:**	**OCCUPATION:**

VIOLATION(S) / TITLE(S): **61D-11.014 Damaged Cards:**

(4)(b)2 The sealed envelope or evidence bag shall be marked with the table number, the date, and time the deck was withdrawn from play,

(4)(b)5(c) Cards which have been removed from play shall be permanently altered so that the cards cannot be put back into play.

DESCRIPTION: On October 24, 2022, during a routine biweekly cardroom inspection at Oxford Downs Cardroom, I found two envelopes containing damaged cards that did not indicate the time the cards were removed from play on the envelope. In addition, I also found one envelope that contained one damaged card that had not been permanently altered so that the card could not be put back into play.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Lee Ann Rounds	*Lee Ann Rounds*	October 25, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Washington, Derek
Sent: Wednesday, October 26, 2022 12:01 PM
To: Muniz, Luz
Cc: Rounds, LeeAnn
Subject: OCR OD 10252022
Attachments: OCR OD 10252022.docx

Hello Luz,
Attached is an OCR for a cardroom violation, please assign to Lee Ann.

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **lmuniz**

Licen e

Fed Tax # [redacted] Lic Type **1002 - Cardroom License** Expires On **06/30/2023**

File # **60** Name **SOUTH MARION REAL ESTATE HOLDINGS, LLC** Extended To

License # **545** Rank **CLIC - Cardroom Operating License** Renewed On

Entity # **545** Lic Status **Current**

Licensee | Hi tory | Notes | Notes History | Back

Addre

Street # **106** Street **EAST COLLEGE AVENUE**

Line 2 **SUITE 810**

Line 3

City **TALLAHASSEE** State **FL** Zip **32301**

Routing **Monica Harper**

Other

1st License Date **03/24/2022** Rank Date **03/24/2022** Certificate #

Method **I-S-1020** Status Date **02/25/2016** Certificate Date

Fee Exempt **No** Birth Date Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
No items found.			

Alt Keys

BEST LIC NBR **545**

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MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Deputy Chief Attorney
Re:	FGCC v. Gary S. Kosakowski, II, Case No. 2022-052397; Consent Order
Date:	January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the adoption of the proposed settlement and consent order signed by Gary S. Kosakowski, II ("Respondent") to resolve Case No. 2022-052397. Pursuant to the terms of the proposed order, Respondent would be issued a $100 fine for violating rule 61D-11.005(2), Florida Administrative Code.

Background

On or about October 21, 2022, it was discovered that Respondent extended a loan to a player at a poker table while Respondent was working as the poker dealer. Respondent has no prior violations of rule 61D-11.005(2), Florida Administrative Code.

Analysis

The Commission has the authority to impose an administrative fine up to $1,000.00 for each violation of section 849.086, Florida Statutes, or any rules adopted pursuant to that section.[1]

Rule 61D-11.005(2), Florida Administrative Code, states "[n]o cardroom operator or employee shall extend credit, make a loan, or grant a gift to any person that would enable that person to play in an authorized game."

Because Respondent extended a loan to a player a poker table while Respondent was working as the poker dealer, he is subject to an administrative fine of up to $1000.

Staff Recommendation: The Florida Gaming Control Commission should adopt the settlement and consent order in cased number 2022-052397.

[1] § 849.086(14)(c), Fla. Stat.

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.: 2022-052397

GARY S. KOSAKOWSKI, II,

Respondent.
_____/

STIPULATION AND CONSENT ORDER

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Division"), and Gary S. Kosakowski, II ("Respondent"), stipulate and agree to the following terms and issuance of this Stipulation and Consent Order ("Consent Order"):

1. At all times material hereto, Respondent held a a Slot Machine/Cardroom/Pari-Mutuel Combination Occupational License, number 13078154-1055, issued by the Division.

2. This Consent Order is to be entered in resolution of the one-count Administrative Complaint filed in FGCC Case Number 2022-052397, alleging that Respondent was in violation of Rule 61D-11.005(2), Florida Administrative Code, by extending a loan to a player who was playing at a poker table while Respondent was working as the poker dealer.

STIPULATION

WHEREAS the Division and Respondent ("Parties"), desire to resolve this matter, the following terms are stipulated:

3. The Division has jurisdiction over this matter and the Parties.

4. The Division is authorized by Section 120.57, Florida Statutes, to resolve administrative proceedings by consent orders.

5. Each of the Parties has entered into the terms of this Consent Order voluntarily. Respondent is aware that he is entitled to the advice of counsel, and has either sought the advice of counsel or by execution of this Consent Order, is knowingly waiving the opportunity to seek advice of counsel. Respondent acknowledges that the Division has not made any promise, nor has it in any other way encouraged Respondent to enter into this Consent Order without the advice of counsel.

6. Each of the Parties must bear its own costs and legal fees related to this matter, and no financial claims can be made against the Division in this action.

7. The Parties acknowledge and agree to waive any further administrative and judicial review.

8. The Parties understand that this Consent Order will in no way preclude additional proceedings by the Division against Respondent for acts or omissions not specifically set forth herein.

9. Respondent neither admits, nor denies committing the violation set forth in this Consent Order, but this Consent Order may be considered in aggravation of any future proceedings involving Respondent.

10. **FINE**: Respondent agrees to, and must pay to the Division, the sum of **ONE HUNDREED DOLLARS ($100.00)**, at the time Respondent submits an executed copy of this Consent Order. **The payment must be in the form of a certified check, cashier's check, or money order, made payable to the Florida Gaming Control Commission, Division of Pari-**

Mutuel Wagering (NO PERSONAL CHECKS). The Division's adoption of this Consent Order constitutes acknowledgment of receipt of payment of the above amount.

11. Respondent must mail this Consent Order and payment to: **Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, 2601 Blair Stone Road, Tallahassee, Florida 32399-1035, Attention: Donna Fleming.** Please note FGCC Case Number 2022-052397 on the face of the payment.

12. The Parties acknowledge and agree that this Consent Order is subject to approval by the Florida Gaming Control Commission ("Commission"). The Consent Order will have no force and effect unless the Commission files a Final Order adopting this Consent Order. Should this Consent Order be rejected, no statement made in furtherance of it by Respondent may be used as direct evidence against Respondent in any proceedings.

13. Upon the Commission's adoption of this Consent Order, Respondent expressly waives all further procedural steps, including all rights to seek judicial review of this Consent Order, and waives the right to seek attorneys' fees or costs from the Division in connection with these proceedings.

14. This Consent Order is executed by the Parties for the purpose of avoiding further administrative action with respect to the matters addressed hereby. In this regard, Respondent authorizes the Commission to review and examine all materials concerning Respondent, prior to or in conjunction with consideration of this Consent Order. Should the Commission not accept this Consent Order, it is agreed that presentation to and consideration of this Consent Order and other documents and matters by the Commission shall not unfairly or illegally prejudice the Commission from further participation, consideration, or resolution of these proceedings.

15. This Consent Order may be signed in counterparts, and copies shall be treated as original.

16. The Parties agree that this serves as notice that the signed Consent Order will be placed on the next available Commission meeting.

17. Respondent is not required to attend the Commission meeting. If Respondent would like to attend, he/she is responsible for checking the Florida Gaming Control Commission website at www.fgcc.fl.gov, for the meeting materials, agenda, and contact information.

18. Respondent authorizes the Division to correct any typographical errors or make any non-material changes to this Consent Order after it is signed.

[Signature pages to follow]

WHEREFORE, Respondent, **GARY S. KOSAKOWSKI, II**, requests that the Commission enter a Final Order approving and incorporating this Consent Order in resolution of this matter.

SIGNED this 19 day of December, 2022.

GARY S. KOSAKOWSKI, II
Respondent

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19 day of December, 2022, by GARY S. KOSAKOWSKI, II, who is personally known to me or who produced the following as identification: NJ Drivers Lisence

Notary Public

MARJAN SEPANDI
Notary Public - State of Florida
Commission # HH 266239
My Comm. Expires May 22, 2026

My commission expires: May 22, 2026

APPROVED this 19 day of January, 2023.

Emily Alvarado

EMILY ALVARADO
DEPUTY CHIEF ATTORNEY
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 12/08/2022
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.: 2022-052397

GARY S. KOSAKOWSKI, II,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Gary S. Kosakowski, II ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering, 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 Combination Occupational License, number 13078154-1055, issued by Petitioner.

3. At all times material hereto, Respondent worked as a poker dealer at Hialeah Park Racing & Casino.

4. At all times material hereto, Hialeah Park Racing & Casino was a facility operated by a permitholder authorized to conduct pari-mutuel wagering, slot machine, and cardroom operations in the State of Florida under Chapters 550, 551, and 849, Florida Statutes.

5. On or about October 21, 2022, Respondent extended a loan to a player who was playing at a poker table while Respondent was working as the poker dealer.

6. Rule 61D-11.005(2), Florida Administrative Code, states that "[n]o cardroom operator or employee shall extend credit, make a loan, or grant a gift to any person that would enable that person to play in an authorized game."

7. Based on the foregoing, Respondent violated Rule 61D-11.005(2), Florida Administrative Code, by extending a loan to a player who was playing at a poker table while Respondent was working as the poker dealer on or about October 21, 2022.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Sections 550.105 and 849.086(14)(c), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-052397 is signed this 8th day of December, 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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

ELECTION OF RIGHTS

FGCC v. GARY S. KOSAKOWSKI, II **CASE NO.: 2022-052397**

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):

_____

_____

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.

GARY Kosakowski
PRINTED NAME

720 SW 68th terrace
Street Address

Pembroke Pines Florida 33023
[redacted]

Gary Kosakowski
SIGNATURE

_____
ATTORNEY OR QUALIFIED REPRESENTATIVE

_____
Street Address (where service shall be made)

_____
City State Zip

_____
Telephone Number Facsimile Number (if any)

_____
E-mail

_____

RECEIVED
2022 DEC 22 AM 10:03
FLORIDA GAMING CONTROL COMMISSION

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
2601 Blair Stone Road, Tallahassee, FL 32399-2202
Attention: Ebonie N. Lanier, Administrative Assistant III
Telephone: (850) 717-1663 Fax: (850) 921-1311
Email: Ebonie.Lanier@fgcc.fl.gov

Lic Type	**1055 - Slot Machine/Cardroom/Pari-Mutuel Individual Combination**	Status	**90 Closed**	Status Date	**12/01/2022**
Complaint #	**2022052397**	Case Type	**CMP Complaint**	Disposition	Disposition Date
Docket#		Respondent	**KOSAKOWSKI, GARY S II**	Responsible	**tsmith2 - SMITH, TYRELL** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**V-C - Cardroom Violations**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**10/28/2022**
Region	**SR - Southern Region**	Received	**10/31/2022**
Reference	**61D-11.005(2)**		
Entered	**10/31/2022**	Entered By	**lmuniz**

Parties | Activities | Allegation | Di cipline | Violations | Compliance | Related | Disposition | Inspection | Co t | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Summary

544-South Florida Racing Association, LLC ----- / ------- . Prohibitions: On October 28, 2022, while conducting a routine video inspection of recent cardroom activity in the Hialeah Park Surveillance room, an incident was discovered that occurred on October 21, 2022, involving a dealer giving a loan to a player participating in a live poker game. During the game Dealer Gary Kosakowski was observed removing (3) five dollar chips from the imprest tray, and placing the chips on a raise bet on the table for the player seated in seat #3. The game continues and the player in seat #3 wins the hand. Kosakowski then pays him his winnings and subtracts the (3) five dollar chips from the winning and places them back in his imprest tray. A copy of the Incident report and video of the incident was requested and obtained from Hialeah Park Surveillance Manager William Lantigua. Based on the information obtained an Open Case Request was submitted to FGCC Investigations Supervisor Julio Minaya for review and approval.

Updated **12/01/2022 12:31:02** By **lmuniz**

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**	**October 31, 2022**	**2022 05 2397**

Respondent:	Complainant:
KOSAKOWSKI, GARY S **720 SW 68TH TERRACE** **PEMBROKE PINES, FLORIDA 33023**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL. (954) 202-3900**

License # and Type:	Profession:	Report Date:
144885469 / 1055	Dealer	November 6, 2022

Period of Investigation:	Type of Report:
October 28, 2022 through November 6, 2022	**FINAL**

Alleged Violation: 61D-11.005 Prohibitions.
(2) No cardroom operator or employee shall extend credit, make a loan, or grant a gift to any person that would enable that person to play in an authorized game. The consideration required to participate shall be collected in full, by cash, check, debit card, or credit card, in exchange for chips or tokens prior to participation in any game offered at the cardroom facility.

Synopsis: On October 28, 2022, I visited Hialeah Park Racing & Casino Surveillance Department and conducted a routine video inspection of card room activity. While doing so, I discovered that on October 21, 2022, Designated Player Poker Dealer Gary **KOSAKOWSKI,** had given a loan to a patron during a live poker game. **KOSAKOWSKI** who was the dealer at Table #12 was observed removing (3) five dollar red chips from his imprest tray and placing them on a raise bet on the table for the player in seat #3. The game continued and the player in seat #3 won the hand. **KOSAKOWSKI** then proceeded to pay him his winning hand while at the same time subtracting the (3) five dollar red chips that he had originally loaned him. **KOSAKOWSKI** then returns the (3) five dollar chips to his imprest tray and continues dealing other games.

A copy of the Incident report and video of the incident was requested and obtained from Hialeah Park Surveillance Manager William Lantigua. **(EXHIBIT #1 and EXHIBIT #5)**

Related Case(s):

Investigator / Date: November 6, 2022	Investigator Supervisor / Date
Tyrell D. Smith /	Julio Minaya / December 1, 2022

Chief of Investigations / Date

/S/ Steven E. Kogan

Steven E. Kogan / December 1, 2022

CONTINUATION

A Versa check on Gary S. **KOSAKOWSKI** revealed that he applied for and received a 1055 Slot/Cardroom/ Pari-Mutuel Individual Combo license on February 8, 2022. This license expires on June 30, 2024. **KOSAKOWSKI's** license shows an address of 25 Brakenbury Drive, Toms River, New Jersey 08757, however, this Investigator was able to obtain a Florida address for **KOSAKOWSKI** in Pembroke Pines, Florida which is listed above. **(EXHIBIT #2)**

Upon further investigation and review of Hialeah Park Incident Report IN20220001792, if was noted that on October 21, 2022 at approximately 6:40 P.M., Poker Manager Adriana Jimenez requested a Surveillance review of unusual activity at DP Table #12 with Poker Dealer Gary **KOSAKOWSKI**.

According to the report on October 21, 2022, at 2:08 A.M., **KOSAKOWSKI** who was the dealer at DP Table #12 was observed removing (3) five dollar red chips totaling $15.00 dollars from his imprest tray and placing the chips on a raise bet as a buy-in for the player in seat #3. **KOSAKOWSKI** continues to deal without collecting any money from the player in seat #3. After the player in seat #3 won the hand, **KOSAKOWSKI** pays out the winning for the raise bet totaling $20.00 and subtracts the $15.00 dollars that he had loaned the player in seat #3 and returns the $15.00 in chips to his imprest tray. **(EXHIBIT #1)**

Review of the video footage by this Investigator revealed the following:

At 2:08 A.M., **KOSAKOWSKI** is observed dealing to players at DP Poker Table #12.

At 2:08:20 A.M., **KOSAKOWSKI** is observed picking up several five dollar red chips from his imprest tray and placing them on the raise bet on the table in front of the player in seat #3.

At 2:08:55 A.M., the player is seat #3 wins the hand, and **KOSAKOWSKI** collects the winning chips to pay the player in seat #3.

At 2:09:01 A.M., **KOSAKOWSKI** is observed subtracting (3) five dollar red chips from the winning pot that is due the player in seat #3, and places them back into his imprest tray. Afterwards, he gives the remaining winnings chip to the player in seat #3.

On November 2, 2022, this Investigator spoke with Poker Manager Adriana Jimenez regarding the incident. Jimenez stated that on the day of the incident she was contacted by Designated Player Supervisor Dieujuste Joseph who wanted to inquirer if she was made aware of the incident involving DP Dealer Gary **KOSAKOWSKI**. According to Jimenez, Joseph informed her that one of the DP Bankers noticed the dealer at table #12 **KOSAKOWSKI** loaning chips to a player during a live Poker game. After getting the information from Joseph she requested a Surveillance review to see what had occurred. Once the incident was confirmed by the Surveillance Department as occurring, she notified Hialeah Park Cardroom Director Angelo Garcia and informed him of the incident.

I then spoke with Hialeah Park Poker Director Angelo Garcia who stated that Jimenez had notified him of the incident. He and Hialeah Park General Manager Steve Callabro then discussed the incident and made a decision to suspend **KOSAKOWSKI** pending further investigation. At the conclusion of their internal investigation it was decided that **KOSAKOWSKI** would receive a 5 day suspension. **(EXHIBIT #4)**

CONTINUATION

On November 15, 2022, this Investigator spoke with Poker Manager Jimenez a second time in reference to the patron that **KOSAKOWSKI** had loaned the chips to and why was he not identified by the facility at the time of incident. Jimenez stated that at the time of incident, the patron was not identified because he was playing on a DP table that does not require a patrons information to be logged[1] into the Poker tables Card Shuffler. Therefore, she only knew him as Adam. Sometime after the incident occurred, the player was offered a VIP Players Club Card by another cardroom supervisor and he was identified as Adam Dash. Despite being identified the patron was never spoken to regarding this matter.

Jimenez further stated that when they interviewed **KOSAKOWSKI**, he stated that he gave the chips to the player in seat #3 (Dash) because of the players superstition. The player believed that if he placed a black chip on the bet, it would give him bad luck. Jimenez further stated that during the game Dash had already used all of his red chips on other bets, and was only left with black one-hundred dollar chips to play with. Because of Dash's Superstition, **KOSAKOWSKI** placed three five dollar red chips totaling fifteen dollars on the bet for Dash and collected and returned the fifteen dollar's worth of chips back to his imprest tray after Dash won the game.

On November 30, 2022, this Investigator interviewed **KOSAKOWSKI** in reference to this matter. **KOSAKOWSKI** stated that the player seated at his table in seat #3, whom he knows from the card room as Dash, placed bets around the table using five dollar red chips and twenty-five dollar green chips. Despite having a stack of one-hundred dollar black chips in front of him, Dash did not want to use them to place a bonus bet because of superstitious reasons. Because Dash was a regular in the card room, **KOSAKOWSKI** stated that he placed a fifteen dollar bet using three five dollar red chips on the bonus bet for Dash. **KOSAKOWSKI** further stated that because Dash had the money in front of him he knew Dash would pay him back. He also did not want to interrupt the flow of the game.

KOSAKOWSKI also acknowledged that he had committed a card room violation when spoken to by his supervisor which resulted in a five day suspension.

Case closed by Investigations and forwarded to Legal for review.

[1] A patron is logged in when they present their Players Club Card at a regular Poker table and it is swiped by the dealer. By doing this, the facility has a record of where a patron sits and plays. Should the patron not have a Players Club Card, no information is entered. Because this function is not available to the DP tables no information is ever entered.

CONTINUATION

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Incident File Full Report

Hialeah Park
NOW AND FOREVER

iTrak Incident Reporting and Risk Management System Version 2019.3.2.33901

Incident Number: IN20220001792
Date/Time Occurred: 10/21/2022 6:44:41 PM
Day of Week: Friday
Created by: gurquijo

Printed By: wlantigua

Printed On: 10/28/2022 at 1:16:21 PM

EXHIBIT # — 1
PAGE # — 1

Incident File Full Report

Incident File #IN20220001792

		Record Creation Details	
Date/Time Occurred:	10/21/2022 6:44:41 PM	Department:	Surveillance
Day of Week Occurred:	Friday	Owner:	gurquijo
Date/Time Created:	10/21/2022 7:30:02 PM	Operator ID:	gurquijo
Date/Time Closed:		Operator Name:	
Closed By:		Personnel ID:	
		Card Number:	
		Job Position	
		Secondary Operator:	

Location of Incident:

Property:	Hialeah Park Casino
Location:	Poker Room
Sublocation:	

Details of Incident:

Daily Log #:	DL20220033503
Incident Type:	Policy & Procedure Violation
Specific:	Employee
Incident Status:	Open
Synopsis:	Poker Manager Adriana Jimenez requested review for any unusual activity with dealer Gary Kosakowski at table 12 at approximately 0209 hrs. See incident report.
Checklist:	

Narrative:

Created On	Created By	Modified On	Modified By
10/21/2022 7:30:04	gurquijo	10/28/2022 1:13:11	wlantigua

On 21 October 2022 at approximately 1840 hrs, Poker Manager Adriana Jimenez requested review for any unusual activity with dealer Gary Kosakowski at table 12 at approximately 0209 hrs. Review conducted and the following was observed. Camera 2012

At 0208 hrs, unidentified male patron playing on table 12 seat 3 position removes cash from pocket but then places $5.00 Red chip on the raise bet. Kosakowski then removes $15.00 in Red from the float/dealer tray to upfront a possible buy in.

Kosakowski places the chips on the raise bet. Kosakowski continues to deal without collecting any money from seat 3. Shortly after seat 3 wins the hand, and Kosakowski pays out the winnings for the raise bet totaling $20.00 and removes the $15.00 in Red that was upfronted and placing back into the dealer float/tray.

Jimenez was advised of findings via email.

EXHIBIT # -1
PAGE # -2

Reporting Party:	Supervisor:

Video saved.

Executive Brief:

Participants Involved:

Personnel

Full Name:	Kosakowski, Gary	Property:	Hialeah Park Casino
Role:	Poker Dealer, Witness	Department:	
Full Name:	Jimenez, Adriana	Property:	Hialeah Park Casino
Role:	Poker Manager, Reporter	Department:	

EXHIBIT # - 1
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: **tsmith2**

VR Home > License Search > **License Home**

License

Fed Tax [redacted] ic Type **1055 - Slot/Cardroom/Pari-Mutuel Indiv Combo** Expires On **06/30/2024**

File # **9734** Name **KOSAKOWSKI, GARY S II** Extended To

License # **13078154** Rank **SCPL - Slot/Cardroom/Pari-Mutuel Indiv Combo** Renewed On

Entity # **13078154** Lic Status **Current**

Licensee | History | Notes | Notes History | Back

Address

Street # **25** Street **BRAKENBURY DRIVE**

Line 2

Line 3

City **TOMS RIVER** State **NJ** Zip **08757**

Routing

Other

1st License Date **01/31/2022** Rank Date **02/08/2022** Certificate #

Method **I-S-1017** Status Date **02/08/2022** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	DEAL - Dealer	01/31/2022	
F	LIVE - Live Scan Fee Exemption	01/31/2022	
I	QHRS - Quarter-Horse	01/31/2022	
L	544 - Hialeah Park	01/31/2022	
Y	3YR - 3 Year License	01/31/2022	

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EXHIBIT # 2
PAGE # 1

61D-11.005 Prohibitions.

(1) No person shall introduce any cards, chips, tokens, or dominoes, other than those from the cardroom operator's facility into any authorized game.

(2) No cardroom operator or employee shall extend credit, make a loan, or grant a gift to any person that would enable that person to play in an authorized game. The consideration required to participate shall be collected in full, by cash, check, debit card, or credit card, in exchange for chips or tokens prior to participation in any game offered at the cardroom facility.

(3) Side bets are prohibited.

(4) No person shall, either directly or indirectly:

(a) Employ or attempt to employ any device, scheme, or artifice to defraud any participant in a game or the cardroom operator.

(b) Engage in any act, practice, or course of operation that would constitute a fraud or deceit upon any participant in a game or the cardroom operator.

(c) Engage in any act, practice, or course of operation with the intent of cheating any participant or the cardroom operator.

(5) Cardroom occupational licensees are prohibited from participating in authorized cardroom games at the cardroom facility where they are employed.

(6) No person shall engage in conduct that resists, obstructs, or opposes a division employee in the performance of his or her duties and responsibilities on the cardroom operator's premises.

(7) No licensee shall carry or exhibit a weapon other than as provided for in Chapter 790, F.S. Any licensee found in violation of this rule shall be disciplined in accordance with Chapter 849, F.S., and the rules promulgated thereunder. This rule does not prohibit the carrying of a weapon by any duly authorized law enforcement officer or security personnel who are licensed to carry a weapon while engaged in their duties, or persons licensed under Chapter 790, F.S., to carry concealed weapons.

(8) Shills and proposition players are prohibited.

(9) A cardroom operator shall not award a giveaway, jackpot, or prize from the jackpot pool in combination with any other eligibility requirements or outcome other than a specified combination of cards pursuant to Section 849.086(7)(d), F.S.

(10) If the division has reasonable cause to believe that any person at a licensed facility has acted or is acting in one of the following manners it may exclude the person from any facility:

(a) Any person not playing the game solely to improve his or her chance of winning;

(b) Any person taking or attempting to take action to improve another player's chance of winning;

(c) Any person communicating information to another player which could assist the other player in any manner influencing the outcome of the game.

Rulemaking Authority 550.0251(12), 849.086(4) FS. Law Implemented 849.086 FS. History–New 1-7-97, Amended 5-9-04, 9-7-08, 7-21-14, 1-2-18.

EXHIBIT # -3
PAGE # _ 1

Hialeah Park CASINO

Notice of Company Policy Disciplinary Action

Employee Name: Gary S. Kosakowski **Employee No.:** 1458

Date: 10/25/2022 **Department:** Poker Operations **Job Title:** Poker Dealer

Description of Infraction: Gary S. Kosakowski (Poker Dealer) was suspended for 5 days for violating a "State Rule" 61D-11.005 (2) No cardroom operator or employee shall extend credit, make a loan, or grant a gift to any person that would enable that person to play in an authorized game. Please do not repeat this type of violation in the future or you will be terminated from the company and possibly jeopardize your gaming license.

NOTICE TO EMPLOYEE: You have been given this notice to address the seriousness of the incident and allow you the opportunity to correct the problem noted above. If the infraction is repeated, or if another company policy is violated, you will be subject to further disciplinary action up to and including termination.

Disciplinary Action Taken

____ **Documented Verbal Counseling**

_x_ **Written Warning** ☒ **First** ☐ **Second** ☐ **Third**

_x_ **Suspension 1st** _x_ **2nd** ____ **from:** 10/21/22 **to** 10/25/22 **# Days Suspended** 5

____ **Termination** **Effective Date:** _____

Employee Comments and Confirmation of Receipt:

Employee Signature: [signature] Date: 10-26-22

Note: Your signature on this form means that we have discussed the situation.

Manager Name Adriana Jimenez Signature: [signature] Date: 10/25/2022

Witness Name: _____ Signature: _____ Date: _____
(Witness Name and Signature if employee refuses to sign)

HR USE ONLY
Received in HR: _____

Revised 9/2018

EXHIBIT # 4
PAGE # 1

State of Florida
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations

PROPERTY RECEIPT

Complaint # 2022-05-2397 Date 10/28/22 Lab # _____

Item No.	Quantity	Description
1	1	4SB of VIDEO FOOTAGE of DEALER CARLY KOSAKOWSKI GIVING PLAYER CHIPS TO PLAY IN ALIVE POKER GAME.

I hereby acknowledge that the above list represents all property taken from my possession and that I have received a copy of this receipt.

X [signature]
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]
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

EXHIBIT # -5
PAGE # - 1

Form FGCC 11-75 (Revised 07/22)

Hialeah Park
CASINO

Hialeah Park Casino Evidence Receipt

Incident Report #: IN20220001792

No. of Copies: 1 USB

Description of items received:
1 USB containing Incident Report, videos and pictures

Company/Department: FGCC

Received by: INV. Tyrell Smith

Signature: Tyrell D.S.A

Date: 10/28/22 Time: 1:00 pm

EXHIBIT # -5
PAGE # -2

Lic Type	**1055 - Slot Machine/Cardroom/Pari-Mutuel Individual Combination**			Status	**20 Under Investigation**	Status Date	**10/31/2022**
Complaint #	**2022052397**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**KOSAKOWSKI, GARY S II**	Responsible	**tsmith2 - SMITH, TYRELL**		**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	**10/28/2022**
Region	**SR - Southern Region**	Received	**10/31/2022**
Reference	**61D-11.005(2)**		
Entered	**10/31/2022**	Entered By	**lmuniz**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Summary

544-South Florida Racing Association, LLC ----- / ------- . Prohibitions: On October 28, 2022, while conducting a routine video inspection of recent cardroom activity in the Hialeah Park Surveillance room, an incident was discovered that occurred on October 21, 2022, involving a dealer giving a loan to a player participating in a live poker game. During the game Dealer Gary Kosakowski was observed removing (3) five dollar chips from the imprest tray, and placing the chips on a raise bet on the table for the player seated in seat #3. The game continues and the player in seat #3 wins the hand. Kosakowski then pays him his winnings and subtracts the (3) five dollar chips from the winning and places them back in his imprest tray. A copy of the Incident report and video of the incident was requested and obtained from Hialeah Park Surveillance Manager William Lantigua. Based on the information obtained an Open Case Request was submitted to FGCC Investigations Supervisor Julio Minaya for review and approval.

Updated **10/31/2022 16:41:05** By **lmuniz**

Change | Save | OK | Cancel | Back

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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: October 28, 2022

☐ PMW ☒ Cardroom ☐ Slot | ☒ Violation ☐ Incident ☐ Complaint

FACILITY NAME: SOUTH FLORIDA RACING ASSOCIATION, LLC **LIC #:** 544

RESPONDENT

NAME: Gary Kosakowski		
Address: 25 Brakenbury Drive, Toms River, New Jersey 08757		Tel #:
LIC #: 13078154	**LIC TYPE:** 1055	**OCCUPATION:** Poker Dealer

COMPLAINANT

NAME: SOUTH FLORIDA RACING ASSOCIATION, LLC. (HIALEAH PARK CASINO)		Tel #:
Address: 100 East 32nd Street, Hialeah, FL 33013		
LIC #: 544	**LIC TYPE:** 1002	**OCCUPATION:** PERMIT HOLDER

VIOLATION(S) / TITLE(S): 61D-11.005 Prohibitions.

(2) No cardroom operator or employee shall extend credit, make a loan, or grant a gift to any person that would enable that person to play in an authorized game. The consideration required to participate shall be collected in full, by cash, check, debit card, or credit card, in exchange for chips or tokens prior to participation in any game offered at the cardroom facility.

DESCRIPTION: On October 28, 2022, while conducting a routine video inspection of recent cardroom activity in the Hialeah Park Surveillance room, an incident was discovered that occurred on October 21, 2022, involving a dealer giving a loan to a player participating in a live poker game. During the game Dealer Gary Kosakowski was observed removing (3) five dollar chips from the imprest tray, and placing the chips on a raise bet on the table for the player seated in seat #3. The game continues and the player in seat #3 wins the hand. Kosakowski then pays him his winnings and subtracts the (3) five dollar chips from the winning and places them back in his imprest tray.

A copy of the Incident report and video of the incident was requested and obtained from Hialeah Park Surveillance Manager William Lantigua.

Based on the information obtained an Open Case Request was submitted to FGCC Investigations Supervisor Julio Minaya for review and approval.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Tyrell D. Smith	Tyrell D. Smith	October 28, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Minaya, Julio
Sent: Monday, October 31, 2022 1:46 PM
To: Muniz, Luz
Cc: Kogan, Steven; Smith, Tyrell
Subject: OCR
Attachments: OPEN CASE REQUEST DEALER VIOLATION 10-21-22 (KOSAKOWSKI HIALEAH PARK).docx

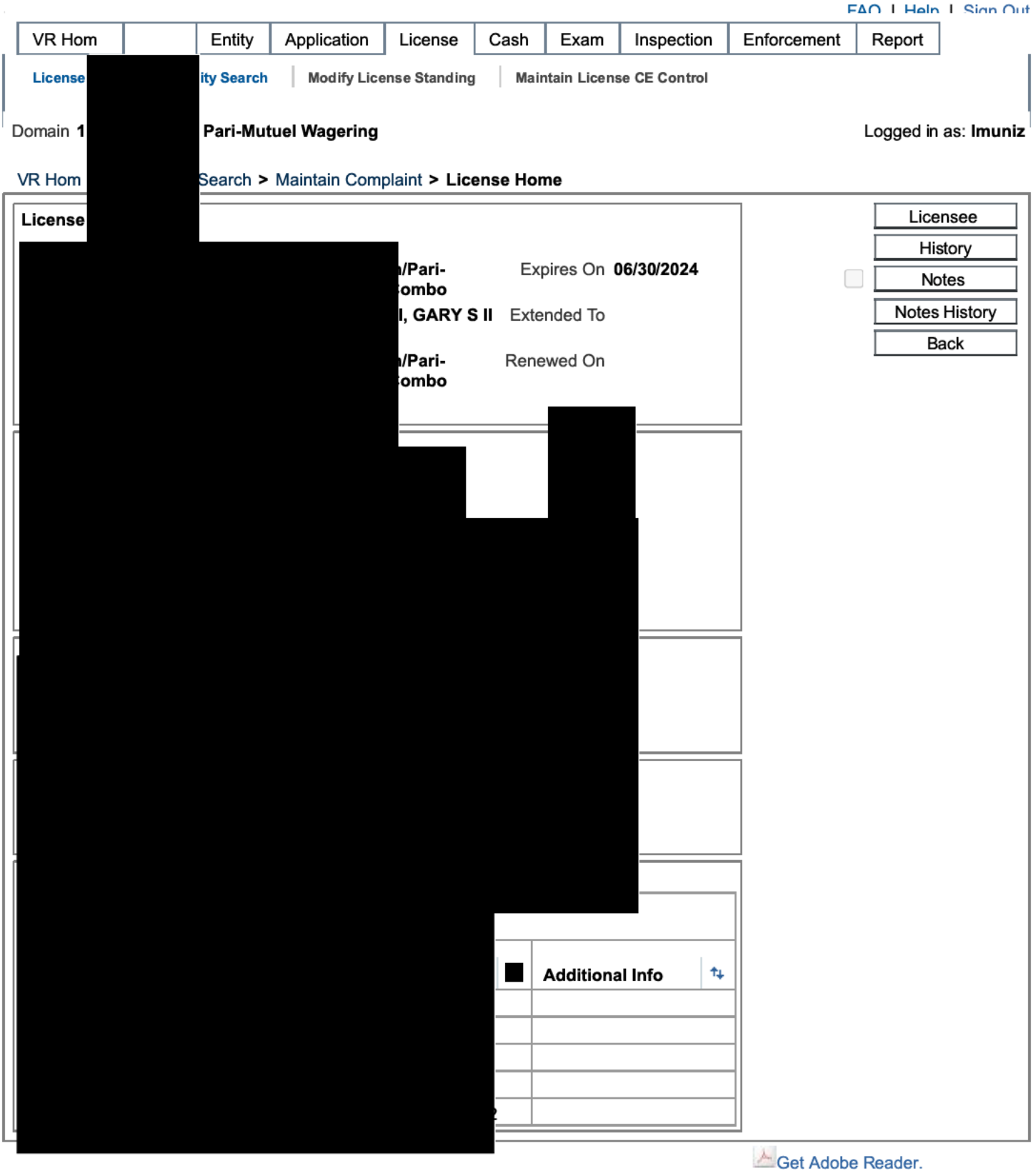
Luz,

Please open and assign to Tyrell.

Thanks

FLORIDA GAMING CONTROL COMMISSION

Julio Minaya
Investigative Supervisor
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Office: 954-202-6844 / Fax: 954.202.3930



FAQ | Help | Sign Out

VR Hom | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License [redacted] ity Search | Modify License Standing | Maintain License CE Control

Domain 1 [redacted] Pari-Mutuel Wagering

Logged in as: **Imuniz**

VR Hom [redacted] Search > Maintain Complaint > **License Home**

License [redacted]

[redacted] /Pari- ombo Expires On **06/30/2024**

[redacted] I, GARY S II Extended To

[redacted] /Pari- ombo Renewed On

[redacted]

Licensee

History

Notes

Notes History

Back

Additional Info

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6. Discussion of license denials

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Marc Taupier, Chief Attorney
Re: Edward A. Chambers; Case No. 2022-051531
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to deny Edward A. Chambers' ("Applicant") application for a Pari-Mutuel Wagering Individual Occupational License. Applicant submitted a complete application for a Pari-Mutuel Wagering Individual Occupational License on October 20, 2022, and applied for a waiver of his felony convictions. The Executive Director reviewed the file along with the waiver interview notes and declined to waive the felony convictions. Therefore, the Florida Gaming Control Commission should authorize the issuance of a Notice of Intent to Deny License.

Pertinent Facts

On October 20, 2022, Applicant submitted their application to the Division of Pari-Mutuel Wagering for a Pari-Mutuel Wagering Individual Occupational License. Upon review of the completed application, it appears that Applicant was convicted of several felony crimes in the states of Florida, Nevada, and federal charges out of the United States District Court, District of Nevada. Specifically, the Applicant was convicted of the following:

- Sale or Receipt of Stolen Vehicles in 1997[1];
- Aiding and Abetting in the Sale or Receipt of Stolen Vehicles in 1997[2];
- Conspiracy to Commit Sale or Receipt of Stolen Vehicles in 1997[3];
- Felony Theft in 1998;
- Depositing With Intent to Defraud in 2010; and
- Organized Fraud – Less than $20,000.00 in 2010[4].

[1] Applicant failed to disclose this federal conviction on his application.
[2] Applicant failed to disclose this federal conviction on his application.
[3] Applicant failed to disclose this federal conviction on his application.
[4] Applicant failed to disclose this conviction on his application.

Applicant applied for a waiver of the felony convictions and a waiver interview was subsequently scheduled. On October 31, 2022, Applicant attended the waiver interview with the Division and a report was drafted of that interview which was submitted to the Executive Director of the Florida Gaming Control Commission for consideration. On December 20, 2022, the Executive Director declined to waive the felony convictions.

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 550.105(5)(c), Florida Statutes, provides in pertinent part that:

> "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

Rule 61D-5.006(1), Florida Administrative Code, requires the applicant to submit Form DBPR PMW-3180, Request for Waiver, and schedule a waiver interview with the Office of Investigations. Failure to participate in a waiver interview or to disclose any pertinent information regarding criminal convictions shall result in a denial of the request for waiver.

Rule 61D-5.006(2), Florida Administrative Code, provides that "[t]he applicant shall establish proof of rehabilitation and demonstrate good moral character."

Staff Recommendation: Because the Applicant's disqualifying criminal convictions were not waived, the Florida Gaming Control Commission may deny or declare Applicant ineligible for any license. Accordingly, the Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission authorize the issuance of a Notice of Intent to Deny License in this matter.

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2022051531 **Incident date:** 09/07/2022 **Status:** 106 - Sent to Directors office

Lic Type: 1021 **Disposition:**

Case Type: Complaint

Responsible: ltrombetta - TROMBETTA, LOUIS

Complainant: DIVISION OF PARI-MUTUEL WAGERING
1400 W COMMERCIAL BLVD, STE 165, FORT LAUDERDALE, FL 33309

Respondent: CHAMBERS, EDWARD A
10380 SW VILLAGE CENTER DR, UNIT 242, PORT ST LUCIE, FL 34987

Summary: 321-Gulfstream Park Racing Assoc., Inc.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
10/26/2022	A	79	440	Incoming Correspondence	lmuniz	CHAMBERS, EDWARD A
10/26/2022	A	10	15	Assigned to Investigator	lvila	CHAMBERS, EDWARD A
12/15/2022	R		elanier	LANIER, EBONIE	lmuniz	
10/26/2022	R		lvila	VILA, LISA	lmuniz	
12/10/2022	R		bjones	JONES, BRADFORD	bjones	
12/15/2022	R		ltrombetta	TROMBETTA, LOUIS	ddonaldson	
12/15/2022	S	1021	106	Sent to Directors office	ddonaldson	

State of Florida

Department of Business and Professional Regulation

Chronology Report

Chronology:	Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
	12/15/2022	S	1021	104	Sent to Licensing Section	lmuniz	
	12/14/2022	S	1021	90	Closed	lmuniz	
	10/26/2022	S	1021	20	Under Investigation	lmuniz	
	10/26/2022	S	1021	10	Initial Review	lmuniz	
	12/10/2022	S	1021	165	Supervisor Review	bjones	

Allegation:	Code	Description
	WAVR	Waiver of Crim. Conv. or Other Offenses

DD

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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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**			Status	**104 Sent to Licensing Section**	Status Date	**12/15/2022**
Complaint #	**2022051531**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**CHAMBERS, EDWARD A**	Responsible	**elanier - LANIER, EBONIE**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/07/2022**
Region	**SR - Southern Region**	Received	**10/25/2022**
Reference			
Entered	**10/26/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc., Inc.**		
Updated	**12/15/2022 10:25:17**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking — Auto Assign
☐ Attachments — History
☐ Work Notes — Print Report

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ROUTING SLIP
REQUEST FOR WAIVER

RE: CHAMBERS, EDWARD A. – 13244232
(APPLICANT'S NAME – LICENSE #)

Case No: 2022 05 1531

1021 – Thoroughbred Owner
Occupation Code and Job Title

Gulfstream Park
Facility (d/b/a name)

90-DAY RESPONSE DEADLINE: JANUARY 23, 2023
(DATE)

Investigations Section:
Reviewed by Bradford D. Jones for Steven E. Kogan

December 10, 2022
(Initial & Date)

The attached "Request for Waiver" file has been reviewed for completeness and accuracy, and has been forwarded to the Licensing Section.

Licensing Section: Reviewed by: DD 12/15/2022
(Initial & Date)

12/15/22
(Initial & Date)

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any gaming or racing jurisdiction?

[ ] Yes or [✓] No If yes, in what jurisdiction? _____

Executive Director: LT 2/20/22
(Initial & Date)

[ ] Prepare Waiver or [✓] Prepare File for Commission Review

Comments: _____

Investigative Findings:

April 22, 1997	Clark County Sheriff's Office / United States Marshals' Service, NV. – Theft - Sale or Receipt of Stolen Vehicles – Aiding and Abetting - Conspiracy - Felonies – Convicted upon a plea of Guilty to all charges and sentenced on December 14, 1998 to 15 months Federal Prison (each charge – concurrent), 3 years supervised release, and $172,750 in restitution.
August 18, 2009	St. Lucie County Sheriff's Office, FL. – Depositing with Intent to Defraud – Third Degree Grand Theft - Organized Fraud - Felonies – Adjudicated Guilty upon a plea of Nolo Contendere to the Fraud charges and sentenced on January 12, 2010 to 3 years Administrative Probation, $2,596.75 in Court costs/fines, and 150 Hours of Community Service which (at the Applicant's request) was subsequently converted to an additional fine at a rate of $7.25/hour or $1,087.50 – The Grand Theft charge was not prosecuted.

*Please attach Routing Slip to front of case file

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

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

WAIVER INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**Southern**	**October 26,2022**	**2022 05 1531**

Respondent:	Complainant:
CHAMBERS, EDWARD A. **10380 SW VILLAGE CENTER DRIVE** **PORT ST. LUCIE, FLORIDA 34987**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FORT LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
13244232 / 1021	**OWNER**	**November 29, 2022**

Period of Investigation:	Type of Report:
October 26 - November 29, 2022	**FINAL**

Basis of Investigation: This investigation is based upon submission of **CHAMBERS'** Florida Pari-Mutuel License Application dated June 26, 2022 and his Waiver Request Form, which he signed on September 7, 2022. On his Application, **CHAMBERS** answered "No" to the questions concerning previous criminal arrests or convictions. Subsequent to a July 7, 2022 Deficiency Letter, **CHAMBERS** submitted an amended application which was received by the Division on October 22, 2022. On his amended application **CHAMBERS** listed 1998 and 1999 Felony theft convictions and a 2003 Misdemeanor theft conviction all of which occurred in Clark County, Nevada. He also listed a 2010 Felony fraud conviction that occurred in St. Lucie County, Florida.

As confirmed per FDLE Criminal History Report **(EXHIBIT #2)**, **CHAMBERS** was arrested for Felony theft in Nevada in 1998 and again in 1999 for related charges when an arrest warrant was issued. As a result of his subsequent conviction, he was placed on probation for 15 months and was assessed fines and Court costs. As for the 2010 Felony fraud conviction, records provided by the Applicant show that he was sentenced to 3 years of Administrative Probation with the possibility of automatic termination in 18 months if all conditions of Probation were met at that time **(EXHIBIT #2).**

Application(s) and Request for Waiver are attached herein and assigned as **EXHIBIT #1**.

Investigations Specialist II / Date	Approved by Investigator Supervisor / Date
Lisa Vila/ December 9, 2022	Bradford D. Jones / December 10, 2022

Chief of Investigations / Date

Bradford D. Jones for
Steven E. Kogan / December 10, 2022

CONTINUATION

CRIMINAL HISTORY

Arrest 1					
Date of Arrest: 04/22/1997	**Arresting Agency:** Clark County Sheriff's Office / United States Marshals' Service Nevada				
OFFENSE					
Charge(s)		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Theft	Felony	Guilty	Adjudication Guilty	12/14/1998
2	Sale or Receipt of Stolen Vehicles	Felony	Guilty	Adjudication Guilty	12/14/1998
3	Aiding and Abetting	Felony	Guilty	Adjudication Guilty	12/14/1998
4	Conspiracy	Felony	Guilty	Adjudication Guilty	12/14/1998

SENTENCE
15 months Federal Prison (each charge – concurrent), 3 years supervised release, and $172,750 in restitution.

Additional Information
Initially arrested on state charges, matter was transferred to Federal Court for prosecution. Subsequently 4 additional felony theft charges and 1 misdemeanor theft charge were filed on September 15, 1998. All of the added felony theft charges were ultimately dismissed upon **CHAMBERS'** plea of guilty to the remaining misdemeanor charge.

Arrest 2					
Date of Arrest: 08/18/2009	**Arresting Agency:** St. Lucie County Sheriff's Office , Florida				
OFFENSE					
Charge(s)		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Depositing with Intent to Defraud	Felony	Nolo Contendere	Adjudicated Guilty	01/12/2010
2	Third Degree Grand Theft	Felony	**N/A**	Nolle Prosequi	09/24/2009
3	Organized Fraud	Felony	Nolo Contendere	Adjudicated Guilty	01/12/2010
4					

SENTENCE
3 years Administrative probation to run concurrent with all conditions including, $2,596.75 in Court costs/fines, and 150 Hours of Community Service which (at the Applicant's request) was subsequently converted to an additional fine at a rate of $7.25/hour.

CONTINUATION

CRIMINAL HISTORY

Arrest 3					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
Charge(s)		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Arrest 4					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
Charge(s)		**CLASSIFICATION**	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

CONTINUATION

ADDITIONAL LICENSES

	YES	NO
Has the Applicant ever possessed a Florida Pari-Mutuel Occupational License?		X
Does the Applicant possess an Occupational License from other jurisdictions?		X

1. License Type:			
Date Licensed:	Expiration Date:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		

2. License Type:			
Date Licensed:	Expiration Date:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

3. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

4. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

CONTINUATION

WAIVER INTERVIEW

		YES	NO
Was a Waiver Interview Conducted?		X	
Date of Interview: October 31, 2022	Location of Interview: Telephone		
		YES	NO
Was the applicant cooperative?		X	
Additional Comments:			

SUMMARY OF INTERVIEW:

CHAMBER'S waiver interview was conducted via telephone on October 31, 2022. I introduced myself to **CHAMBERS** and he provided the following information.

During the interview, **CHAMBERS** was asked about his criminal history. He stated that he was arrested for theft during a period in the 1990's when he owned/operated a used car company in Las Vegas, Nevada. He explained that he was aware that many of the odometers on the vehicles he obtained had been tampered with, but he nonetheless sold them to his customers. **CHAMBERS** further stated that the titles on most of the vehicles he sold were "not clear" or had been altered. **CHAMBERS** admitted it was a serious crime and did not make light of it during the interview. He explained his actions by stating he was "...young, foolish and financially strapped" at the time[1]. **CHAMBERS** further advised he was cooperative with the Court and served 15 months jail time, after which he was placed on probation for one year, paid fines and Court fees.

CHAMBERS was also asked about his St. Lucie, Florida felony arrest from 2009. As per the Arrest Affidavit filed in connection with the case by Deputy A. J. Flowers of the St. Lucie County Sheriff's Office, over an approximate 2-week period in June of 2009, **CHAMBERS** engaged in a scheme whereby he opened accounts in two different banks[2]. He then deposited a series of worthless checks drawn on one account into the other while quickly making cash withdrawals based on the yet-to-be cleared deposited instruments. According to **CHAMBERS**, he was cooperating with the financial intuitions to make full restitution, however the State prosecutor filed the case nevertheless and would not come to an agreement with his legal counsel. Upon the advice of his attorney **CHAMBERS** decided to plead guilty to resolve his case. According to **CHAMBERS**, he was ordered to 3 years Administrative probation, community service and fines[3] **(EXHIBIT #4).**

---

[1] ***As per his application, CHAMBERS was born on February 28, 1954; making him 43 years old at the time of the 1997 arrest and 55 years old at the time of the 2009 arrest.***

[2] ***One of which was an account in the name of EC Builders and Investing Inc., a business owned by CHAMBERS. Articles of Incorporation for this business were filed with the Florida Department of State on May 27, 2009. The first fraudulent deposit was made on June 10, 2009. That entity was administratively dissolved in 2010 for failing to file an Annual Report.***

[3] ***Court records indicate probation term was in lieu of a potential maximum sentence of 5 years in state prison. Actual sentence included $2,596.75 in Court costs/fines, and 150 Hours of Community Service which (at the Applicant's request) was subsequently converted to an additional fine at a rate of $7.25/hour ($1,087.50).***

CHAMBERS was cooperative and courteous throughout his interview and stated he does not make light of his past and has not been involved in any legal issues since he satisfied the requirements from the 2009 case.

CHAMBERS is semi-retired from the construction industry[4] and wishes to obtain his license in Florida so he can invest in thoroughbred horses and race at Gulfstream Park.

Case Status: Closed by Investigations and forwarded to Licensing.

[4] ***CHAMBERS has 2 misdemeanor convictions in Nevada for engaging in work as a contractor without a license (EXHIBIT #2).***

CONTINUATION

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II. INVESTIGATIVE REPORT 1

III. EXHIBITS

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3. Def. Letter/Versa Printouts/License Administrator Review.....1-6
4. United States District Court Nevada- Restitution Order, Federal Criminal Docket - (Chambers) Las Vegas, St. Lucie Warrant Affidavit, St. Lucie Plea Form, Articles of Incorporation – EC Builders & Investment.....1-23

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☑ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE

☐ 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.
☐ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

RECEIVED
2022 JUN 29 PM 2:19
DIVISION OF PARI-MUTUEL WAGERING

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, 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 ensure 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Signature of Applicant

6-26-2022
Date

EXHIBIT # 1
PAGE # 4

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☑ No — Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
4/8/2003	Clark	NV	Petit Theft	misdemeanor	See Ex. A
12/14/1998	Clark	NV	Theft	Felony	See Ex. B
5/27/1999	Clark	NV	Theft	Felony	See Ex. C
1/12/2010	St. Lucie	FL	Dep w/ intent to defraud	Felony	See Ex. D

☐ 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.

☐ Yes ☑ No — Is any racing or gaming license you hold currently suspended or subject to other discipline, such action should exist? If yes, you must list the state(s) or jurisdiction(s) of licensure and give details the offense and discipline.

If you answered **yes** to any of the questions above, provide details here:

RECEIVED
2012 FEB 29 P 2:19
DIVISION OF PARI-MUTUEL WAGERING

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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 the 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.

Signature of Applicant — Date: 6-26-2012

EXHIBIT # 1
PAGE # 6

Depa[illegible]nt of Business and Professional Regulatio[illegible]
Division of Pari-Mutuel Wagering

Licensing Administrator Review – PMW Occupational License

RE: CHAMBERS, EDWARD A - 13244232 **Case No:** 2022 05 1531
(APPLICANT'S NAME– LICENSE #)

INITIAL APPLICATION RECEIVED:	6/26/2022
COMPLETE APPLICATION RECEIVED:	10/20/2022
90-DAY DEADLINE:	**1/18/2023**

Cindy Ritter	**Gulfstream Park, #321**	**1021/Animal Owner**
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 : 4 Counts
☐ Misdemeanor – Industry Related/Gambling Related/Bookmaking
☐ Animal Cruelty
☐ Forgery, Larceny Extortion, Conspiracy to Defraud (Cardroom Professions Only)

Comments:

Arrest Date	Location	Charge	Level	Court Case #	Disposition
4/22/1997	Clark County, Nevada	Sale or receipt of stolen vehicles/aiding and abetting; Conspiracy	F	2:97cr00087 PMP	Guilty
08/18/2009	St. Lucie County, Florida	Depositing w/intent to defraud; Organized Fraud-Less than $20K	F	2009CF002381A	Guilty

Disposition Unknown

☐ Felony Arrest(s) :
☐ Misdemeanor Arrest – Industry Related/Gambling Related/Bookmaking
☐ Animal Cruelty

Comments:

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: 10/25/22

Comments:

ST. LUCIE COUNTY

MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

FLORIDA'S CLERKS OF COURT AND COMPTROLLERS
Bring You
CCIS COMPREHENSIVE CASE INFORMATION SYSTEM

david.donaldson@flcc

Expand All

Case Number	Filed Date	Disposition Date	County	Case Type	Status	Contested
562009CF002381AXXXXX [2009CF002381 A]	07/20/2009	01/12/2010	ST. LUCIE	CRIMINAL FELONY	CLOSED	No

Charge Seq #	Description	Date	Phase	Trial
1	DEPOSITING WITH INTENT TO DEFRAUD	01/12/2010	Court:Adjudicated Guilty	No Trial

	Date	Action	Statute / Text
Offense:	06/10/2009	Trial: No Trial	
Citation Issued:	06/10/2009	Citation Number:	
Initial:	08/18/2009	Charged	832.05.3 / DEPOSITING WITH INTENT TO DEFRAUD
Prosecutor:	09/24/2009	Filed	832.05.3 / DEPOSITING WITH INTENT TO DEFRAUD
Court:	01/12/2010	Adjudicated Guilty	832.05.3 / DEPOSITING WITH INTENT TO DEFRAUD

Charge Seq #	Description	Date	Phase	Trial
2	THIRD DEGREE GRAND THEFT	09/24/2009	Prosecutor:Nolle Prosequi	

	Date	Action	Statute / Text
Offense:	06/10/2009		
Citation Issued:	06/10/2009	Citation Number:	
Initial:	08/18/2009	Charged	812.014.0 / THIRD DEGREE GRAND THEFT
Prosecutor:	09/24/2009	Nolle Prosequi	812.014.0 / THIRD DEGREE GRAND THEFT

Charge Seq #	Description	Date	Phase	Trial
3	ORGANIZED FRAUD-LESS THAN $20,000	01/12/2010	Court:Adjudicated Guilty	No Trial

	Date	Action	Statute / Text
Offense:	06/10/2009	Trial: No Trial	
Citation Issued:	06/10/2009	Citation Number:	
Initial:	08/18/2009	Charged	817.034.4A3 / ORGANIZED FRAUD-LESS THAN $20,000
Prosecutor:	09/24/2009	Filed	817.034.4A3 / ORGANIZED FRAUD-LESS THAN $20,000
Court:	01/12/2010	Adjudicated Guilty	817.034.4A3 / ORGANIZED FRAUD-LESS THAN $20,000

Party Name	Party Type	Attorney	Bar ID
VAUGHN, DAN LEWIS	JUDGE		
VAUGHN, DAN LEWIS	JUDGE AT DISPOSITION		
BROWARD COUNTY BAIL BONDS	BONDSMAN		
STATE OF FLORIDA Search This Party	PLAINTIFF		
CHAMBERS, EDWARD ALLEN Search This Party	DEFENDANT		
MOELLER, ROBERT OLIVER	ATTORNEY		

Dockets

Page : 1 10

Image	Doc #	Action Date	Description	Pages
	47	09/18/2019	Attorney ROBERT OLIVER MOELLER - Deactivated by Automated Process	
	46	11/02/2011	PAYMENT $0.38 RECEIPT #2011000074828	1
	45	10/19/2011	LETTER FROM DOC D. MICHAEL DAVIS	1
	44	10/03/2011	PAYMENT $36.06 RECEIPT #2011000067725	1
	43	09/12/2011	PAYMENT $942.31 RECEIPT #2011000062376	1
	42	05/31/2011	PAYMENT $0.00 RECEIPT #2011000035847	1
	41	05/31/2011	PAYMENT $1,050.00 RECEIPT #2011000035846	1
	40	05/31/2011	PAYMENT $568.00 RECEIPT #2011000035844	1
	39	03/29/2011	CLERK NOTE	1
	38	03/17/2011	ORDER MODIFYING A CONDITION OF BOND	1

Judge Assignment History

Court Events

Event Date	Judge	Docket Type	Location	Prosecutor	Defendant Attorney
09/25/2009 08:30:00	VAUGHN, DAN L	HEARING	Courtroom G - HC	MOELLER, ROBERT OLIVER	
12/01/2009 08:45:00	VAUGHN, DAN L	DOCKET CALL	Courtroom G - HC	MOELLER, ROBERT OLIVER	
01/12/2010 08:30:00	VAUGHN, DAN L	CHANGE OF PLEA HEARING	Courtroom F - HC	MOELLER, ROBERT OLIVER	
03/17/2011 15:00:00	SWEET, GARY L	HEARING	Courtroom F - HC	MOELLER, ROBERT OLIVER	

Sentences

Financial Summary

Financial Summary			
Assessment	Total: $2,596.75	Paid to Date: $2,596.75	Balance Due: $0.00
Restitution	Total: $0.00	Paid to Date: $0.00	Balance Due: $0.00

Financial Details

Count	Assessment Due	Assessment Paid to Date	Restitution Due	Restitution Paid to Date	Last Payment Date
	$1,468.00	$1,468.00		-	
	$50.00	$50.00		-	
	$100.00	$100.00		-	
	$978.75	$978.75		-	

This information reflects the financial obligations shown on the Florida Comprehensive Case Information System (CCIS) for THIS CASE ONLY. For the current balances of your financial obligations, you should contact the Clerk of the Court in the county where the financial obligation was imposed. Nothing in CCIS alters any financial obligation imposed by a court.

Reopen History

DD 12/15/2022

2009CF002381 A - STATE OF FLORIDA vs. CHAMBERS, EDWARD ALLEN

SUMMARY

Judge: VAUGHN, DAN L

Court Type: Criminal Felony

Case Type: CRIMINAL FELONY

Case Number: 2009CF002381 A

Uniform Case Number: 562009CF002381AXXXXX

Status: CLOSED

Clerk File Date: 7/20/2009

Status Date: 1/12/2010

Waive Speedy Trial:

Total Fees Due: 0.00

Custody Location:

Agency: BROWARD COUNTY SHERIFF'S OFFICE

Agency Report Number:

PARTIES

TYPE	PARTY NAME	ATTORNEY
DEFENDANT	CHAMBERS, EDWARD ALLEN	
PLAINTIFF	STATE OF FLORIDA	

CHARGES

COUNT	DESCRIPTION	LEVEL	DEGREE	PLEA	DISPOSITION	DISPOSITION DATE
1	DEPOSITING WITH INTENT TO DEFRAUD (832.05.3)	F	T	NOLO-CONTENDERE	ADJUDICATED GUILTY	01/12/2010
2	THIRD DEGREE GRAND THEFT (812.014.0)	F	T		Nolle Prosequi	09/24/2009
3	ORGANIZED FRAUD-LESS THAN $20,000 (817.034.4A3)	F	T	NOLO-CONTENDERE	ADJUDICATED GUILTY	01/12/2010

EVENTS

DATE	EVENT	JUDGE	LOCATION	RESULT
3/17/2011 3:00 PM	HEARING	SWEET, GARY L	Courtroom F - HC	
1/12/2010 8:30 AM	CHANGE OF PLEA HEARING	VAUGHN, DAN L	Courtroom F - HC	SENTENCED
12/1/2009 8:45 AM	DOCKET CALL	VAUGHN, DAN L	Courtroom G - HC	
9/25/2009 8:30 AM	HEARING	VAUGHN, DAN L	Courtroom G - HC	

CASE DOCKETS

IMAGE	DIN	DATE	ENTRY
	50	9/18/2019	Attorney ROBERT OLIVER MOELLER - Deactivated by Automated Process
Request	49	11/2/2011	PAYMENT $0.38 RECEIPT #2011000074828
1	48	10/19/2011	LETTER FROM DOC D. MICHAEL DAVIS
Request	47	10/3/2011	PAYMENT $36.06 RECEIPT #2011000067725
Request	46	9/12/2011	PAYMENT $942.31 RECEIPT #2011000062376
Request	44	5/31/2011	PAYMENT $0.00 RECEIPT #2011000035847
Request	43	5/31/2011	PAYMENT $1,050.00 RECEIPT #2011000035846
Request	42	5/31/2011	PAYMENT $568.00 RECEIPT #2011000035844
	41	3/29/2011	CLERK NOTE
	39	3/17/2011	ORDER MODIFYING A CONDITION OF BOND
	40	3/17/2011	COURT MINUTES HEARING: DEFENDANT NOT PRESENT IN OPEN COURT WITH ATTY H. WHITE. ASA J. DAY WAS PRESENT. DEFENSE MOTION TO CONVERT COMMUNITY SERVICE HOURS TO A FINE. COURT HEARD ARGUMENTS. MOTION GRANTED. COMMUNITY SERVICE HOURS TO BE CONVERTED TO A FINE AT A RATE OF $7.25 AN HOUR. JM/DC
	38	3/16/2011	MOTION FILED TO CONVERT COMMUNITY SERVICE HOURS TO FINE
	37	3/16/2011	NOTICE OF HEARING RECEIVED 3/17/11 3PM
	36	3/16/2011	HEARING SET FOR 03/17/2011 AT 3:00 PM IN F/ , CIRCUIT JUDGE: SWEET, GARY L
1	35	3/15/2011	LETTER FROM LIS HERNANDEZ
	34	3/15/2011	MOTION FILED TO CONVERT COMMUNITY SERVICE HOURS TO FINE
	33	3/15/2011	NOTICE OF HEARING RECEIVED 3/17/11 3PM
3	28	1/15/2010	ORDERS - ORDER PLACING DEFENDANT ON ADMINISTRATIVE PROBATION FILED
2	27	1/12/2010	SENTENCING GUIDELINES - FILED

IMAGE	DIN	DATE	ENTRY
7	26	1/12/2010	PLEA AGREEMENT - FILED
	25	1/12/2010	8:30 AM COP/ SENTENCING HEARING - DEFENDANT APPEARED IN OPEN COURT WITH ATTY H. WHITE. ASA R. MOELLER WAS PRESENT. DEFENDANT WAS SWORN AND PLED NO CONTEST TO: CT. 1- DEPOSITING WITH INTENT TO DEFRAUD, F.S. 832.05.3, F-3. CT. 3- ORGANIZED FRAUD- LESS THAN $20,000, F.S. 817.034.4A3, F-3. FACTUAL BASIS FOUND AND PLEA ACCEPTED. THE DEFENDANT WAS ADJUDICATED GUILTY ON BOTH COUNTS AND SENTENCED TO: CT. 1 & 3- THREE (3) YEARS ADMINISTRATIVE PROBATION TO RUN CONCURRENT WITH EACH OTHER AND WITH ALL OF THE CONDITIONS LISTED IN THE PROBATION ORDER INCLUDING BUT NOT LIMITED TO: 150 COMMUNITY SERVICE HOURS WITH A MINIMUM OF 10 HOURS PER MONTH TO COMMENCE MAY 2010, PERMITTED TO TRAVEL TO COSTA RICA, PROBATION TO AUTOMATICALLY TERMINATE AFTER EIGHTEEN (18) MONTHS IF DEFENDANT IS IN FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS, PAYMENT OF $398. COURT COSTS, $100. COST OF PROSECUTION, $50. COST OF INVESTIGATION TO SLCSO, $1000. FINE PLUS 5% SURCHARGE & $20. CRIME STOPPER TRUST FUND ALL TO BE PAID IN EQUAL MONTHLY INSTALLMENTS. DNA ORDERED. ASA R. MOELLER ANNOUNCED A NOLLE PROSEQUI ON CT. 2. KP/DC
1	29	1/12/2010	COP/ Sentencing Hearing DEFENDANT APPEARED IN OPEN COU
Request	24	12/16/2009	DOCUMENT RECEIVED - RETURNED UNDELIVERABLE: NOTICE OF COURT DATE
1	23	12/4/2009	NOTICE OF COURT - HEARING-COP ON JANUARY 12, 2010 AT 8:30 AM.
	22	12/1/2009	8:45 AM DOCKET SOUNDING - DEFENDANT NOT PRESENT IN OPEN COURT WITH ATTY H. WHITE. ASA MOELLER WAS PRESENT. CASE SET FOR CHANGE OF PLEA ON 01/12/2010 AT 8:30 AM. (KP/DC)
1	30	12/1/2009	Docket Sounding DEFENDANT NOT PRESENT IN OPEN
Request	21	11/12/2009	DOCUMENT RECEIVED - NOTICE OF CHANGE OF ADDR: ATTY HILARY WHITE, 200 S INDIAN RIVER DR STE 308 FT PERCE. FL. 34950
Request	20	10/29/2009	DOCUMENT RECEIVED - ADDR CHNG FILED/ATTY HILARY WHITE
1	19	10/9/2009	NOTICE OF COURT - DOCKET SOUNDING ON DECEMBER 01, 2009 AT 8:45 AM.
1	18	9/25/2009	ORDERS - ORDER ON DEFENDANT'S MOTION TO PERMIT TRAVEL (TO COSTA RICA) FILED
	17	9/25/2009	MOTION FILED - FILED IN OPEN COURT: EMERGENCY MOTION FOR PERMISSION TO TRAVEL TO COSTA RICA FILED
Request	16	9/25/2009	DOCUMENT RECEIVED - FILED IN OPEN COURT: 09-25-0-@-8:30-AM- HEARING-EMERGENCY MOTION TO PERMIT TRAVEL TO COSTA RICA/ATTY HILARY WHITE
	15	9/25/2009	8:30 AM HEARING - DEFENDANT APPEARED IN OPEN COURT WITH ATTY H. WHITE. ASA MOELLER WAS PRESENT. DEFENSE MADE A MOTION FOR EMERGENCY TRAVEL TO COSTA RICA. DEFENDANT ADDRESSED THE COURT. COURT HEARD ARGUMENTS. COURT ADVISED DEFENSE THAT THE DEFENDANT DOES NOT NEED THE COURT'S CONSENT TO TRAVEL. WRITTEN ORDER ENTERED. (KP/DC)
1	31	9/25/2009	Hearing DEFENDANT APPEARED IN OPEN COU
1	32	9/25/2009	Notice of Appearance FILED IN OPEN COURT: NOTICE OF
	14	9/24/2009	WRITTEN PLEA OF NOT GUILTY - FILED IN OPEN COURT: WAIVER OF ARRAIGNMENT/ATTY HILARY A. WHITE, 1221 DELWARE AVE. FT PIERCE, FL. 34950
1	13	9/24/2009	NOTICE OF COURT - NOTICE TO DEFT., BONDSMAN FOR ARRAIGNMENT HEARING 10/14/09 @ 1 PM FILED
Request	12	9/24/2009	DOCUMENT RECEIVED - CLERK TRANSMITTAL FORM FILED
1	11	9/24/2009	INFORMATION FILED
Request	10	8/27/2009	DOCUMENT RECEIVED - CHANGE OF ADDRESS
Request	9	8/24/2009	DOCUMENT RECEIVED - VERIFICATION OF ARREST/BOND
4	8	8/24/2009	BOND - BROWARD COUNTY BAIL BONDS $35,000 GRND TFT, ORG FRD, DEPOSITING W/INT TO DEFRD (BLANKET BOND)-RET ON DEM FILED
3	7	8/19/2009	WARRANT RETURNED SERVED - (3)
Request	6	8/19/2009	DOCUMENT RECEIVED - FCIC RESPONSE REPORT/VERIFICATION OF ARREST/BOND
	5	8/18/2009	INITIAL ARREST - BROWARD CO
3	3	7/20/2009	COMPLAINT FILED
	1	6/10/2009	OFFENSE COMMITTED - JUNE 10, 2009 THRU JUNE 15, 2009

DD 12/15/2022

Criminal Case Records Search Results

Record Count: 4
Search By: Defendant **Party Search Mode:** Name **Last Name:** chambers **First Name:** Edward **Middle Name:** Allen **Date of Birth:** 02/28/1954 **Closed** Closed **Sort By:** Filed Date

Case Number	Citation Number	Defendant Info	Filed/Location	Type/Status	Charge(s)
98F07624X		Chambers, Edward Allen	05/29/1998 JC Department 2	Felony Bound Over to District Court	THEFT (FELONY)
98F11640X		Chambers, Edward Allen	09/15/1998 JC Department 5	Felony Closed	PETIT THEFT THEFT (FELONY) THEFT (FELONY) THEFT (FELONY) THEFT (FELONY)
00M22886X		Chambers, Edward Allen	11/22/2000 JC Department 8	Misdemeanor Closed	ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
00M21729X		Chambers, Edward Allen	03/09/2001 JC Department 8	Misdemeanor Closed	ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.

EXHIBIT # 2
PAGE # 9

REGISTER OF ACTIONS
CASE NO. 98F07624X

State of Nevada vs Chambers, Edward Allen

§
§
§
§
§
§

Case Type: **Felony**
Date Filed: **05/29/1998**
Location: **JC Department 2**

PARTY INFORMATION

Defendant **Chambers, Edward Allen**

Lead Attorneys
Andrew M Leavitt
Retained
702-382-2800(W)

State of Nevada **State of Nevada**

CHARGE INFORMATION

Charges: Chambers, Edward Allen	Statute	Level	Date
1. THEFT (FELONY)	205.0832	Felony	05/28/1998

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

11/23/1998 **Disposition** (Judicial Officer: Smith, Douglas E.)
1. THEFT (FELONY)
WAIVE PRELIMINARY HEARING - OTHER

11/23/1998 **Plea** (Judicial Officer: Smith, Douglas E.)
1. THEFT (FELONY)
Bound Over

OTHER EVENTS AND HEARINGS

05/27/1998 **ARREST WARRANT REQUEST**
ARREST WARRANT REQUEST
05/29/1998 **TRANSFERRED TO JC**
TRANSFERRED TO JC
05/29/1998 **CTRACK Track Assignment JC02**
06/01/1998 **RECEIVED FROM DA**
RECEIVED FROM DA
06/02/1998 **ARREST WARRANT ISSUED** (Judicial Officer: Smith, Douglas E.)
MOTIONS
06/02/1998 **Motion** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED
07/27/1998 **WARRANT STANDS** (Judicial Officer: UNASSIGNED, UNASSIGNED)
MOTIONS
07/27/1998 **Motion** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED)
Result: COMPLETED
07/30/1998 **WARRANT STANDS** (Judicial Officer: UNASSIGNED, UNASSIGNED)
MOTIONS
07/30/1998 **Motion** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED)
Result: COMPLETED
08/10/1998 **VACATED** (Judicial Officer: UNASSIGNED, UNASSIGNED)
PRELIM HEARING
08/10/1998 *CANCELED* **Preliminary Hearing** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED)
Vacated
Result: COMPLETED
08/11/1998 **WARRANT STANDS** (Judicial Officer: Smith, Douglas E.)
MOTIONS
08/11/1998 **Motion** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED
08/31/1998 **SEE CASE NOTES THIS DATE** (Judicial Officer: Smith, Douglas E.)
ARREST WARRANT
08/31/1998 **WARRANT STANDS** (Judicial Officer: Smith, Douglas E.)
FELONY ARRGN
08/31/1998 **Converted Hearing Type** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED
08/31/1998 **Arraignment** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED
09/09/1998 **WARRANT STANDS** (Judicial Officer: Smith, Douglas E.)
FELONY ARRGN
09/09/1998 **Arraignment** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED

EXHIBIT # 2
PAGE # 10

09/11/1998	**WARRANT STANDS** (Judicial Officer: Bixler, James M.) *FELONY ARRGN*
09/11/1998	**Arraignment** (8:00 AM) (Judicial Officer Bixler, James M.) Result: COMPLETED
09/18/1998	**WARRANT STANDS** (Judicial Officer: Bradley, Annette L.) *FELONY ARRGN*
09/18/1998	**Arraignment** (8:00 AM) (Judicial Officer Bradley, Annette L.) Result: COMPLETED
09/24/1998	**WARRANT STANDS** (Judicial Officer: UNASSIGNED, UNASSIGNED) *FELONY ARRGN*
09/24/1998	**Arraignment** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED) Result: COMPLETED
10/01/1998	**WARRANT STANDS** (Judicial Officer: Smith, Douglas E.) *MISD ARRGN*
10/01/1998	**Arraignment** (8:00 AM) (Judicial Officer Smith, Douglas E.) Result: COMPLETED
11/02/1998	**WARRANT STANDS** (Judicial Officer: Smith, Douglas E.) *FELONY ARRGN*
11/02/1998	**Arraignment** (8:00 AM) (Judicial Officer Smith, Douglas E.) Result: COMPLETED
11/23/1998	**ARREST WARRANT QUASHED** (Judicial Officer: Smith, Douglas E.) *ARREST WARRANT*
11/23/1998	**WAIVE PRELIMINARY HEARING - OTHER** (Judicial Officer: Smith, Douglas E.) *FELONY ARRGN*
11/23/1998	**Arraignment** (8:00 AM) (Judicial Officer Smith, Douglas E.) Result: Bound Over
12/02/1998	**ARRAIGNMENT CONTINUED** (Judicial Officer: Bonaventure, Joseph T.) *FELONY ARRGN*
12/02/1998	**Arraignment** (8:00 AM) (Judicial Officer Bonaventure, Joseph T.) Result: COMPLETED
12/07/1998	**ARRAIGNMENT CONTINUED** (Judicial Officer: Bonaventure, Joseph T.) *FELONY ARRGN*
12/07/1998	**Arraignment** (8:00 AM) (Judicial Officer Bonaventure, Joseph T.) Result: COMPLETED
12/14/1998	**SEE CHARGE/DISPOSITION/SENT RECORDS** (Judicial Officer: UNASSIGNED, UNASSIGNED) *FELONY ARRGN*
12/14/1998	**DISPOSITION NOTICE FOR DISTRICT COURT** *MinuteCode1: DISPOSITION NOTICE FOR DISTRICT COURT MinuteCode3: DISPOSITION NOTICE FOR DISTRICT COURT*
12/14/1998	**Arraignment** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED) Result: GUILTY/SENT

EXHIBIT # 2
PAGE # 11

REGISTER OF ACTIONS
CASE NO. 98F11640X

State of Nevada vs Chambers, Edward Allen §§§§§§

Case Type: **Felony**
Date Filed: **09/15/1998**
Location: **JC Department 5**

PARTY INFORMATION

Defendant **Chambers, Edward Allen**

Lead Attorneys
Daniel J. Albregts
Retained
7024744004(W)

State of Nevada **State of Nevada**

CHARGE INFORMATION

Charges: Chambers, Edward Allen	Statute	Level	Date
1. PETIT THEFT	205.0832	Misdemeanor	08/13/1998
2. THEFT (FELONY)	205.0832	Felony	04/08/2003
3. THEFT (FELONY)	205.0832	Felony	04/08/2003
4. THEFT (FELONY)	205.0832	Felony	04/08/2003
5. THEFT (FELONY)	205.0832	Felony	04/08/2003

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

04/24/2003 **Disposition** (Judicial Officer: Jansen, William D.)
1. PETIT THEFT
PLED TO LESSER INCLUDED MISDEMEANOR

04/24/2003 **Disposition** (Judicial Officer: Jansen, William D.)
2. THEFT (FELONY)
PLED THIS CASE DISM OTHER COUNTS

04/24/2003 **Disposition** (Judicial Officer: Jansen, William D.)
3. THEFT (FELONY)
PLED THIS CASE DISM OTHER COUNTS

04/24/2003 **Disposition** (Judicial Officer: Jansen, William D.)
4. THEFT (FELONY)
PLED THIS CASE DISM OTHER COUNTS

04/24/2003 **Disposition** (Judicial Officer: Jansen, William D.)
5. THEFT (FELONY)
PLED THIS CASE DISM OTHER COUNTS

04/24/2003 **Plea** (Judicial Officer: Jansen, William D.)
1. PETIT THEFT
Guilty

OTHER EVENTS AND HEARINGS

08/13/1998 **ARREST WARRANT REQUEST**
ARREST WARRANT REQUEST
08/14/1998 **RETURNING FOR FURTHER INVESTIGATION**
RETURNING FOR FURTHER INVESTIGATION
09/15/1998 **TRANSFERRED TO JC**
TRANSFERRED TO JC
09/15/1998 **CTRACK Track Assignment JC05**
09/16/1998 **RECEIVED FROM DA**
RECEIVED FROM DA
09/17/1998 **BENCH WARRANT ISSUED** (Judicial Officer: Jansen, William D.)
MOTIONS
09/17/1998 **Motion** (8:00 AM) (Judicial Officer Jansen, William D.)
Result: COMPLETED
11/25/1998 **WARRANT STANDS** (Judicial Officer: Jansen, William D.)
MOTIONS
11/25/1998 **Motion** (8:00 AM) (Judicial Officer Jansen, William D.)
Result: COMPLETED
12/09/1998 **CONT. ON DEFENSE MOTION** (Judicial Officer: Jansen, William D.)
MOTIONS
12/09/1998 **Motion** (8:00 AM) (Judicial Officer Jansen, William D.)
Result: COMPLETED

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12/24/1998	**VACATED** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
12/24/1998	**ARREST WARRANT QUASHED** (Judicial Officer: Jansen, William D.) *ARREST WARRANT*
12/24/1998	*CANCELED* **Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) *Vacated* Result: COMPLETED
12/28/1998	**CONTINUED FOR DEFENDANTS PRESENCE** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
12/28/1998	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
02/17/1999	**P/H DATE SET** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
02/17/1999	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
06/17/1999	**CONTD FOR NEGOTIATIONS** (Judicial Officer: Jansen, William D.) *PRELIM HEARING*
06/17/1999	**Preliminary Hearing** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
07/01/1999	**CONTD FOR NEGOTIATIONS** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
07/01/1999	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
07/08/1999	**P/H DATE SET** (Judicial Officer: Robinson, Marley) *FELONY ARRGN*
07/08/1999	**Arraignment** (8:00 AM) (Judicial Officer Robinson, Marley) Result: COMPLETED
10/19/1999	**BIND OVER STAYED** (Judicial Officer: Jansen, William D.) *PRELIM HEARING*
10/19/1999	**Preliminary Hearing** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
12/20/1999	**JCON Accounting Detail** *Rcpt #: 06370033 Deft Name: CHAMBERS, EDWARD Payer Name: CHAMBERS, EDWARD Deft ID: 01218166 Fund: 400 Payment Type: CHK Location: ACC Case #: 98F11640X*
12/20/1999	**CONT. ON DEFENSE MOTION** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
12/20/1999	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
12/22/1999	**APPEARANCE DATE STANDS** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
12/22/1999	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
02/17/2000	**CONT. ON DEFENSE MOTION** (Judicial Officer: Jansen, William D.) *MOTIONS*
02/17/2000	**Motion** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
02/24/2000	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
02/24/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
03/02/2000	**CONTD FOR PAYMENT OF RESTITUTION** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
03/02/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
03/09/2000	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
03/09/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
03/23/2000	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
03/23/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
03/30/2000	**CONTINUE TO CONFIRM ATTORNEY** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
03/30/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
04/06/2000	**BENCH WARRANT ISSUED** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
04/06/2000	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Jansen, William D.) *OFF CALENDAR*
04/06/2000	**BENCH WARRANT QUASHED** (Judicial Officer: Jansen, William D.) *BENCH WARRANT*
04/06/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
04/06/2000	**Converted Hearing Type** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
04/10/2000	**CONTINUED FOR DEFENDANTS PRESENCE** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
04/10/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
04/12/2000	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
04/12/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED

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05/12/2000	**CONTINUED FOR DEFENDANTS PRESENCE** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
05/12/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
05/15/2000	**JCON Accounting Detail** *Rcpt #: 06375202 Deft Name: CHAMBERS, EDWARD Payer Name: CHAMBERS, EDWARD Deft ID: 01218166 Fund: 400 Payment Type: M/O Location: ACC Case #: 98F11640X*
05/15/2000	**CONT. ON DEFENSE MOTION** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
05/15/2000	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
06/20/2000	**VACATED** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
06/20/2000	*CANCELED* **Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) *Vacated* Result: COMPLETED
10/10/2000	**BENCH WARRANT ISSUED** (Judicial Officer: Jansen, William D.) *OTHER*
10/10/2000	**OTHER** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
11/15/2000	**VACATED** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
11/15/2000	*CANCELED* **Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) *Vacated* Result: COMPLETED
11/20/2000	**BENCH WARRANT QUASHED** (Judicial Officer: Reed, Nathaniel) *BENCH WARRANT*
11/20/2000	**CONT. ON DEFENSE MOTION** (Judicial Officer: Reed, Nathaniel) *MOTIONS*
11/20/2000	**Motion** (8:00 AM) (Judicial Officer Reed, Nathaniel) Result: COMPLETED
11/21/2000	**BENCH WARRANT ISSUED** (Judicial Officer: Tobiasson, Melanie A.) *SENTENCING*
11/21/2000	**Sentencing Hearing** (8:00 AM) (Judicial Officer Tobiasson, Melanie A.) Result: COMPLETED
12/14/2000	**CONTD FOR PAYMENT OF RESTITUTION** (Judicial Officer: Jansen, William D.) *MOTIONS*
12/14/2000	**BENCH WARRANT QUASHED** (Judicial Officer: Jansen, William D.) *BENCH WARRANT*
12/14/2000	**Motion** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
03/14/2001	**BENCH WARRANT ISSUED** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
03/14/2001	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
04/23/2001	**BENCH WARRANT QUASHED** (Judicial Officer: Jansen, William D.) *BENCH WARRANT*
04/23/2001	**CONT. ON DEFENSE MOTION** (Judicial Officer: Jansen, William D.) *MOTIONS*
04/23/2001	**Motion** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
05/23/2001	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
05/23/2001	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
11/21/2001	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
11/21/2001	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
11/28/2001	**CONTINUED FOR DEFENDANTS PRESENCE** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
11/28/2001	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
12/05/2001	**CONTD FOR PAYMENT OF RESTITUTION** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
12/05/2001	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
06/05/2002	**CONTINUED FOR DEFENDANTS PRESENCE** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
06/05/2002	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
06/13/2002	**BENCH WARRANT ISSUED** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
06/13/2002	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
06/25/2002	**CONT. ON DEFENSE MOTION** (Judicial Officer: Jansen, William D.) *MOTIONS*
06/25/2002	**BENCH WARRANT QUASHED** (Judicial Officer: Jansen, William D.) *BENCH WARRANT*
06/25/2002	**Motion** (8:00 AM) (Judicial Officer Jansen, William D.) Result: COMPLETED
07/11/2002	**WAIVE PRELIMINARY HEARING - OTHER** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
07/11/2002	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.)

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	Result: Bound Over
07/25/2002	**CONTINUED FOR DEFENDANTS PRESENCE** (Judicial Officer: UNASSIGNED, UNASSIGNED) *FELONY ARRGN*
07/25/2002	**Arraignment** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED) Result: COMPLETED
08/19/2002	**ARRAIGNMENT COMPLETED** (Judicial Officer: UNASSIGNED, UNASSIGNED) *FELONY ARRGN*
08/19/2002	**Arraignment** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED) Result: COMPLETED
04/08/2003	**REMANDED TO JUSTICE COURT** (Judicial Officer: UNASSIGNED, UNASSIGNED) *CALENDAR CALL*
04/08/2003	**Converted Hearing Type** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED) Result: Bound Over
04/14/2003	**VACATED** (Judicial Officer: UNASSIGNED, UNASSIGNED) *JURY TRIAL*
04/14/2003	*CANCELED* **Jury Trial** (8:00 AM) (Judicial Officer UNASSIGNED, UNASSIGNED) *Vacated* Result: COMPLETED
04/24/2003	**SEE CHARGE/DISPOSITION/SENT RECORDS** (Judicial Officer: Jansen, William D.) *FELONY ARRGN*
04/24/2003	**COURTESY NOTICE OF DISPOSITION GENERATED** *MinuteCode1: COURTESY NOTICE OF DISPOSITION GENERATED MinuteCode3: COURTESY NOTICE OF DISPOSITION GENERATED*
04/24/2003	**Arraignment** (8:00 AM) (Judicial Officer Jansen, William D.) Result: GUILTY/SENT

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REGISTER OF ACTIONS
CASE NO. 00M22886X

State of Nevada vs Chambers, Edward Allen

Case Type: **Misdemeanor**
Subtype: **DUI Case**
Date Filed: **11/22/2000**
Location: **JC Department 8**

PARTY INFORMATION

Defendant	**Chambers, Edward Allen *AKA* Chambers, Al**	**Lead Attorneys** **Daniel J. Albregts** *Retained* 7024744004(W)
State of Nevada	**State of Nevada**	

CHARGE INFORMATION

Charges: Chambers, Edward Allen	Statute	Level	Date
1. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.	624.700	Misdemeanor	10/26/2000

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

05/08/2001 **Disposition** (Judicial Officer: Bixler, James M.)
1. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
PLED AS CHARGED

05/08/2001 **Plea** (Judicial Officer: Bixler, James M.)
1. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
Guilty

05/08/2001 **Conversion Sentence Event Type** (Judicial Officer: Bixler, James M.)
1. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
Comment (RESTITUTION: 003000)
Comment ($1838 IN INVESTIGATIVE FEES CONCURRENT;W/00M21729X & 00M21454X. TOTAL RESTITUTION IS;$6475 ($3000 THIS CASE + $1500 00M26336 +;$275 00M22054X + $1700 HENDERSON 00M17243X))

OTHER EVENTS AND HEARINGS

10/26/2000 **ARREST WARRANT REQUEST**
ARREST WARRANT REQUEST
11/22/2000 **TRANSFERRED TO JC**
TRANSFERRED TO JC
11/27/2000 **RECEIVED FROM DA**
RECEIVED FROM DA
11/29/2000 **SUMMONS ISSUED** (Judicial Officer: Smith, Douglas E.)
MISD ARRGN
11/29/2000 **Arraignment** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED
01/02/2001 **BENCH WARRANT ISSUED** (Judicial Officer: Smith, Douglas E.)
MISD ARRGN
01/02/2001 **Arraignment** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED
01/08/2001 **ARRAIGNMENT COMPLETED** (Judicial Officer: Smith, Douglas E.)
MOTIONS
01/08/2001 **BENCH WARRANT QUASHED** (Judicial Officer: Smith, Douglas E.)
BENCH WARRANT
01/08/2001 **Motion** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED
01/26/2001 **CONTINUED CASE RE-TRACK** (Judicial Officer: Smith, Douglas E.)
OFF CALENDAR
01/26/2001 **Converted Hearing Type** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED
03/23/2001 **CONTINUE FOR STATUS CHECK** (Judicial Officer: Robinson, Marley)
NONJURY TRIAL
03/23/2001 **Bench Trial** (8:00 AM) (Judicial Officer Robinson, Marley)
Result: COMPLETED
03/30/2001 **VACATED** (Judicial Officer: Smith, Douglas E.)
NONJURY TRIAL
03/30/2001 *CANCELED* **Bench Trial** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Vacated
Result: COMPLETED
04/06/2001 **CONT. ON STATES MOTION** (Judicial Officer: Bixler, James M.)

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MISD ARRGN

04/06/2001 **Arraignment** (8:00 AM) (Judicial Officer Bixler, James M.)
Result: COMPLETED

05/08/2001 **SEE CHARGE/DISPOSITION/SENT RECORDS** (Judicial Officer: Bixler, James M.)
MISD ARRGN

05/08/2001 **COURTESY NOTICE OF DISPOSITION GENERATED**
MinuteCode1: COURTESY NOTICE OF DISPOSITION GENERATED MinuteCode3: COURTESY NOTICE OF DISPOSITION GENERATED

05/08/2001 **Arraignment** (8:00 AM) (Judicial Officer Bixler, James M.)
Result: GUILTY/SENT

11/08/2001 **CONT. ON DEFENSE MOTION** (Judicial Officer: Bixler, James M.)
SENTENCING

11/08/2001 **Sentencing Hearing** (8:00 AM) (Judicial Officer Bixler, James M.)
Result: COMPLETED

11/30/2001 **CONTINUED CASE RE-TRACK** (Judicial Officer: Zimmerman, Ann E.)
OFF CALENDAR

11/30/2001 **Converted Hearing Type** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

12/05/2001 **CONTINUE FOR STATUS CHECK** (Judicial Officer: Zimmerman, Ann E.)
OTHER

12/05/2001 **OTHER** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

12/07/2001 **VACATED** (Judicial Officer: Zimmerman, Ann E.)
MISD ARRGN

12/07/2001 *CANCELED* **Arraignment** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Vacated
Result: COMPLETED

03/11/2002 **CONTINUE FOR STATUS CHECK** (Judicial Officer: Zimmerman, Ann E.)
OTHER

03/11/2002 **OTHER** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

04/02/2002 **JCON Accounting Detail**
Rcpt #: 06392486 Deft Name: CHAMBERS, EDWARD A Payer Name: ALBREGTS, D ESQ Deft ID: 01218166 Fund: 400 Payment Type: CHK Location: ACC Case #: 00M22886X

04/02/2002 **CONTD FOR PAYMENT OF RESTITUTION** (Judicial Officer: Zimmerman, Ann E.)
OTHER

04/02/2002 **OTHER** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

07/02/2002 **RECAL/REGEN WARRANT** (Judicial Officer: Zimmerman, Ann E.)
BENCH WARRANT

07/02/2002 **BENCH WARRANT ISSUED** (Judicial Officer: Zimmerman, Ann E.)
OTHER

07/02/2002 **OTHER** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

07/11/2002 **CONTINUE FOR STATUS CHECK** (Judicial Officer: Zimmerman, Ann E.)
MOTIONS

07/11/2002 **BENCH WARRANT QUASHED** (Judicial Officer: Zimmerman, Ann E.)
WARRANT REQUEST

07/11/2002 **Motion** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

10/14/2002 **CONTINUE FOR STATUS CHECK** (Judicial Officer: Zimmerman, Ann E.)
OTHER

10/14/2002 **OTHER** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

01/21/2003 **CONTINUE FOR STATUS CHECK** (Judicial Officer: Zimmerman, Ann E.)
OTHER

01/21/2003 **OTHER** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

01/28/2003 **JCON Accounting Detail**
Rcpt #: 06402460 Deft Name: CHAMBERS, EDWARD Payer Name: DANIEL ALBREGTS, INC Deft ID: 01218166 Fund: 400 Payment Type: CHK Location: ACC Case #: 00M22886X

01/28/2003 **REQUIREMENTS COMPLETED** (Judicial Officer: Zimmerman, Ann E.)
OTHER

01/28/2003 **OTHER** (8:00 AM) (Judicial Officer Zimmerman, Ann E.)
Result: COMPLETED

02/10/2003 **JCON Accounting Detail**
Rcpt #: 05487444 Deft Name: CHAMBERS, EDWARD ALLEN Payer Name: JUSTICE COURT Deft ID: 01218166 Fund: 400 Payment Type: CHK Location: CRM Case #: 00M22886X

EXHIBIT # 2
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REGISTER OF ACTIONS
CASE NO. 00M21729X

State of Nevada vs Chambers, Edward Allen

§
§
§
§
§

Case Type: **Misdemeanor**
Subtype: **DUI Case**
Date Filed: **03/09/2001**
Location: **JC Department 8**

PARTY INFORMATION

Defendant	**Chambers, Edward Allen *AKA* Chambers, Al**	**Lead Attorneys** **Daniel J. Albregts** *Retained* 7024744004(W)
State of Nevada	**State of Nevada**	

CHARGE INFORMATION

Charges: Chambers, Edward Allen	**Statute**	**Level**	**Date**
1. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.	624.700	Misdemeanor	10/10/2000
2. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.	624.700	Misdemeanor	03/09/2001
3. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.	624.700	Misdemeanor	03/09/2001

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

05/08/2001 **Disposition** (Judicial Officer: Bixler, James M.)
1. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
PLED AS CHARGED

05/08/2001 **Plea** (Judicial Officer: Bixler, James M.)
1. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
Guilty

01/21/2003 **Disposition** (Judicial Officer: Zimmerman, Ann E.)
2. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
DISMISSED ON COURTS MOTION

01/21/2003 **Disposition** (Judicial Officer: Zimmerman, Ann E.)
3. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
DISMISSED ON COURTS MOTION

01/21/2003 **Conversion Sentence Event Type** (Judicial Officer: Bixler, James M.)
1. ENGAGE IN BUSINESS/SUBMIT BID W/O CONTRACTOR LICS.
Comment (RESTITUTION: 002358)
Comment ($1838 IN INVESTIGATIVE FEES)
Comment (CTS (MOS): 00 CTS (DAYS): 000 CTS (HRS):)

OTHER EVENTS AND HEARINGS

10/10/2000 **ARREST WARRANT REQUEST**
ARREST WARRANT REQUEST

03/09/2001 **TRANSFERRED TO JC**
TRANSFERRED TO JC

03/12/2001 **RECEIVED FROM DA**
RECEIVED FROM DA

03/15/2001 **SUMMONS ISSUED** (Judicial Officer: Smith, Douglas E.)
MISD ARRGN

03/15/2001 **Arraignment** (8:00 AM) (Judicial Officer Smith, Douglas E.)
Result: COMPLETED

04/06/2001 **CONT. ON STATES MOTION** (Judicial Officer: Bixler, James M.)
OFF CALENDAR

04/06/2001 **Converted Hearing Type** (8:00 AM) (Judicial Officer Bixler, James M.)
Result: COMPLETED

04/18/2001 **VACATED** (Judicial Officer: Bixler, James M.)
MISD ARRGN

04/18/2001 *CANCELED* **Arraignment** (8:00 AM) (Judicial Officer Bixler, James M.)
Vacated
Result: COMPLETED

05/08/2001 **SEE CHARGE/DISPOSITION RECORD** (Judicial Officer: Bixler, James M.)
MISD ARRGN

05/08/2001 **Arraignment** (8:00 AM) (Judicial Officer Bixler, James M.)
Result: COMPLETED

11/08/2001 **CONT. ON DEFENSE MOTION** (Judicial Officer: Bixler, James M.)
SENTENCING

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11/08/2001	**Sentencing Hearing** (8:00 AM) (Judicial Officer Bixler, James M.) Result: COMPLETED
11/30/2001	**CONTINUED CASE RE-TRACK** (Judicial Officer: Zimmerman, Ann E.) *OFF CALENDAR*
11/30/2001	**Converted Hearing Type** (8:00 AM) (Judicial Officer Zimmerman, Ann E.) Result: COMPLETED
12/05/2001	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Zimmerman, Ann E.) *SENTENCING*
12/05/2001	**Sentencing Hearing** (8:00 AM) (Judicial Officer Zimmerman, Ann E.) Result: COMPLETED
12/07/2001	**VACATED** (Judicial Officer: Zimmerman, Ann E.) *OTHER*
12/07/2001	*CANCELED* **OTHER** (8:00 AM) (Judicial Officer Zimmerman, Ann E.) *Vacated* Result: COMPLETED
03/11/2002	**CONTD FOR PAYMENT OF RESTITUTION** (Judicial Officer: Zimmerman, Ann E.) *SENTENCING*
03/11/2002	**Sentencing Hearing** (8:00 AM) (Judicial Officer Zimmerman, Ann E.) Result: COMPLETED
04/02/2002	**CONTD FOR PAYMENT OF RESTITUTION** (Judicial Officer: Zimmerman, Ann E.) *SENTENCING*
04/02/2002	**Sentencing Hearing** (8:00 AM) (Judicial Officer Zimmerman, Ann E.) Result: COMPLETED
07/03/2002	**Standard Bail Set** *Ct2: $786.00 Cash/7860.00 Surety*
07/03/2002	**Standard Bail Set** *Ct3: $786.00 Cash/7860.00 Surety*
07/11/2002	**JCON Accounting Detail** *Rcpt #: 06396260 Deft Name: CHAMBERS, EDWARD A Payer Name: ALBREGTS, D LTD Deft ID: 01218166 Fund: 400 Payment Type: CHK Location: ACC Case #: 00M21729X*
07/11/2002	**CONTINUE FOR STATUS CHECK** (Judicial Officer: Zimmerman, Ann E.) *MOTIONS*
07/11/2002	**BENCH WARRANT QUASHED** (Judicial Officer: Zimmerman, Ann E.) *BENCH WARRANT*
07/11/2002	**Motion** (8:00 AM) (Judicial Officer Zimmerman, Ann E.) Result: COMPLETED
10/14/2002	**JCON Accounting Detail** *Rcpt #: 06389613 Deft Name: CHAMBERS, AL Payer Name: CHAMBERS, AL Deft ID: 01218166 Fund: 400 Payment Type: CHK Location: ACC Case #: 00M21729X*
10/14/2002	**CONTINUED TO COMPLETE REQUIREMENTS** (Judicial Officer: Zimmerman, Ann E.) *MISD ARRGN*
10/14/2002	**Arraignment** (8:00 AM) (Judicial Officer Zimmerman, Ann E.) Result: COMPLETED
01/21/2003	**SEE CHARGE/DISPOSITION/SENT RECORDS** (Judicial Officer: Zimmerman, Ann E.) *MISD ARRGN*
01/21/2003	**COURTESY NOTICE OF DISPOSITION GENERATED** *MinuteCode1: COURTESY NOTICE OF DISPOSITION GENERATED MinuteCode3: COURTESY NOTICE OF DISPOSITION GENERATED*
01/21/2003	**Arraignment** (8:00 AM) (Judicial Officer Zimmerman, Ann E.) Result: GUILTY/SENT

EXHIBIT # 2
PAGE # 9

2009CF002381 A - STATE OF FLORIDA vs. CHAMBERS, EDWARD ALLEN

SUMMARY

Judge:
VAUGHN, DAN L

Case Number:
2009CF002381 A

Clerk File Date:
7/20/2009

Total Fees Due:
.00

Agency Report Number:

Court Type:
Criminal Felony

Uniform Case Number:
562009CF002381AXXXXX

Status Date:
1/12/2010

Custody Location:

Case Type:
CRIMINAL FELONY

Status:
CLOSED

Waive Speedy Trial:

Agency:
BROWARD COUNTY SHERIFF'S OFFICE

PARTIES

TYPE	PARTY NAME	ATTORNEY
DEFENDANT	CHAMBERS, EDWARD ALLEN	
PLAINTIFF	STATE OF FLORIDA	

CHARGES

COUNT	DESCRIPTION	LEVEL	DEGREE	PLEA	DISPOSITION	DISPOSITION DATE
1	DEPOSITING WITH INTENT TO DEFRAUD (832.05.3)	F	T	NOLO-CONTENDERE	ADJUDICATED GUILTY	01/12/2010
2	THIRD DEGREE GRAND THEFT (812.014.0)	F	T		Nolle Prosequi	09/24/2009
3	ORGANIZED FRAUD-LESS THAN $20,000 (817.034.4A3)	F	T	NOLO-CONTENDERE	ADJUDICATED GUILTY	01/12/2010

EVENTS

DATE	EVENT	JUDGE	LOCATION	RESULT
3/17/2011 3:00 PM	HEARING	SWEET, GARY L	Courtroom F - HC	
1/12/2010 8:30 AM	CHANGE OF PLEA HEARING	VAUGHN, DAN L	Courtroom F - HC	SENTENCED
9/21/2009 8:45 AM	DOCKET CALL	VAUGHN, DAN L	Courtroom G - HC	
9/25/2009 8:30 AM	HEARING	VAUGHN, DAN L	Courtroom G - HC	

CASE DOCKETS

IMAGE	DIN	DATE	ENTRY
	50	9/18/2019	Attorney ROBERT OLIVER MOELLER - Deactivated by Automated Process
Request	49	11/2/2011	PAYMENT $0.38 RECEIPT #2011000074828
1	48	10/19/2011	LETTER FROM DOC D. MICHAEL DAVIS
Request	47	10/3/2011	PAYMENT $36.06 RECEIPT #2011000067725
Request	46	9/12/2011	PAYMENT $942.31 RECEIPT #2011000062376
Request	44	5/31/2011	PAYMENT $0.00 RECEIPT #2011000035847
Request	43	5/31/2011	PAYMENT $1,050.00 RECEIPT #2011000035846
Request	42	5/31/2011	PAYMENT $568.00 RECEIPT #2011000035844
	41	3/29/2011	CLERK NOTE
	39	3/17/2011	ORDER MODIFYING A CONDITION OF BOND
	40	3/17/2011	COURT MINUTES HEARING: DEFENDANT NOT PRESENT IN OPEN COURT WITH ATTY H. WHITE. ASA J. DAY WAS PRESENT. DEFENSE MOTION TO CONVERT COMMUNITY SERVICE HOURS TO A FINE. COURT HEARD ARGUMENTS. MOTION GRANTED. COMMUNITY SERVICE HOURS TO BE CONVERTED TO A FINE AT A RATE OF $7.25 AN HOUR. JM/DC
	38	3/16/2011	MOTION FILED TO CONVERT COMMUNITY SERVICE HOURS TO FINE
	37	3/16/2011	NOTICE OF HEARING RECEIVED 3/17/11 3PM
	36	3/16/2011	HEARING SET FOR 03/17/2011 AT 3:00 PM IN F/ , CIRCUIT JUDGE: SWEET, GARY L
1	35	3/15/2011	LETTER FROM LIS HERNANDEZ
	34	3/15/2011	MOTION FILED TO CONVERT COMMUNITY SERVICE HOURS TO FINE
	33	3/15/2011	NOTICE OF HEARING RECEIVED 3/17/11 3PM
3	28	1/15/2010	ORDERS - ORDER PLACING DEFENDANT ON ADMINISTRATIVE PROBATION FILED
2	27	1/12/2010	SENTENCING GUIDELINES - FILED

EXHIBIT 2
PAGE # 20

IMAGE	DIN	DATE	ENTRY
7	26	1/12/2010	PLEA AGREEMENT - FILED
	25	1/12/2010	8:30 AM COP/ SENTENCING HEARING - DEFENDANT APPEARED IN OPEN COURT WITH ATTY H. WHITE. ASA R. MOELLER WAS PRESENT. DEFENDANT WAS SWORN AND PLED NO CONTEST TO: CT. 1- DEPOSITING WITH INTENT TO DEFRAUD, F.S. 832.05.3, F-3. CT. 3- ORGANIZED FRAUD- LESS THAN $20,000, F.S. 817.034.4A3, F-3. FACTUAL BASIS FOUND AND PLEA ACCEPTED. THE DEFENDANT WAS ADJUDICATED GUILTY ON BOTH COUNTS AND SENTENCED TO: CT. 1 & 3- THREE (3) YEARS ADMINISTRATIVE PROBATION TO RUN CONCURRENT WITH EACH OTHER AND WITH ALL OF THE CONDITIONS LISTED IN THE PROBATION ORDER INCLUDING BUT NOT LIMITED TO: 150 COMMUNITY SERVICE HOURS WITH A MINIMUM OF 10 HOURS PER MONTH TO COMMENCE MAY 2010, PERMITTED TO TRAVEL TO COSTA RICA, PROBATION TO AUTOMATICALLY TERMINATE AFTER EIGHTEEN (18) MONTHS IF DEFENDANT IS IN FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS, PAYMENT OF $398. COURT COSTS, $100. COST OF PROSECUTION, $50. COST OF INVESTIGATION TO SLCSO, $1000. FINE PLUS 5% SURCHARGE & $20. CRIME STOPPER TRUST FUND ALL TO BE PAID IN EQUAL MONTHLY INSTALLMENTS. DNA ORDERED. ASA R. MOELLER ANNOUNCED A NOLLE PROSEQUI ON CT. 2. KP/DC
1	29	1/12/2010	COP/ Sentencing Hearing DEFENDANT APPEARED IN OPEN COU
Request	24	12/16/2009	DOCUMENT RECEIVED - RETURNED UNDELIVERABLE: NOTICE OF COURT DATE
1	23	12/4/2009	NOTICE OF COURT - HEARING-COP ON JANUARY 12, 2010 AT 8:30 AM.
	22	12/1/2009	8:45 AM DOCKET SOUNDING - DEFENDANT NOT PRESENT IN OPEN COURT WITH ATTY H. WHITE. ASA MOELLER WAS PRESENT. CASE SET FOR CHANGE OF PLEA ON 01/12/2010 AT 8:30 AM. (KP/DC)
1	30	12/1/2009	Docket Sounding DEFENDANT NOT PRESENT IN OPEN
Request	21	11/12/2009	DOCUMENT RECEIVED - NOTICE OF CHANGE OF ADDR: ATTY HILARY WHITE, 200 S INDIAN RIVER DR STE 308 FT PERCE. FL. 34950
Request	20	10/29/2009	DOCUMENT RECEIVED - ADDR CHNG FILED/ATTY HILARY WHITE
1	19	10/9/2009	NOTICE OF COURT - DOCKET SOUNDING ON DECEMBER 01, 2009 AT 8:45 AM.
1	18	9/25/2009	ORDERS - ORDER ON DEFENDANT'S MOTION TO PERMIT TRAVEL (TO COSTA RICA) FILED
	17	9/25/2009	MOTION FILED - FILED IN OPEN COURT: EMERGENCY MOTION FOR PERMISSION TO TRAVEL TO COSTA RICA FILED
Request	16	9/25/2009	DOCUMENT RECEIVED - FILED IN OPEN COURT: 09-25-0-@-8:30-AM- HEARING-EMERGENCY MOTION TO PERMIT TRAVEL TO COSTA RICA/ATTY HILARY WHITE
	15	9/25/2009	8:30 AM HEARING - DEFENDANT APPEARED IN OPEN COURT WITH ATTY H. WHITE. ASA MOELLER WAS PRESENT. DEFENSE MADE A MOTION FOR EMERGENCY TRAVEL TO COSTA RICA. DEFENDANT ADDRESSED THE COURT. COURT HEARD ARGUMENTS. COURT ADVISED DEFENSE THAT THE DEFENDANT DOES NOT NEED THE COURT'S CONSENT TO TRAVEL. WRITTEN ORDER ENTERED. (KP/DC)
1	31	9/25/2009	Hearing DEFENDANT APPEARED IN OPEN COU
1	32	9/25/2009	Notice of Appearance FILED IN OPEN COURT: NOTICE OF
	14	9/24/2009	WRITTEN PLEA OF NOT GUILTY - FILED IN OPEN COURT: WAIVER OF ARRAIGNMENT/ATTY HILARY A. WHITE, 1221 DELWARE AVE. FT PIERCE, FL. 34950
1	13	9/24/2009	NOTICE OF COURT - NOTICE TO DEFT., BONDSMAN FOR ARRAIGNMENT HEARING 10/14/09 @ 1 PM FILED
Request	12	9/24/2009	DOCUMENT RECEIVED - CLERK TRANSMITTAL FORM FILED
1	11	9/24/2009	INFORMATION FILED
Request	10	8/27/2009	DOCUMENT RECEIVED - CHANGE OF ADDRESS
Request	9	8/24/2009	DOCUMENT RECEIVED - VERIFICATION OF ARREST/BOND
4	8	8/24/2009	BOND - BROWARD COUNTY BAIL BONDS $35,000 GRND TFT, ORG FRD, DEPOSITING W/INT TO DEFRD (BLANKET BOND)-RET ON DEM FILED
3	7	8/19/2009	WARRANT RETURNED SERVED - (3)
Request	6	8/19/2009	DOCUMENT RECEIVED - FCIC RESPONSE REPORT/VERIFICATION OF ARREST/BOND
	5	8/18/2009	INITIAL ARREST - BROWARD CO
3	3	7/20/2009	COMPLAINT FILED
	1	6/10/2009	OFFENSE COMMITTED - JUNE 10, 2009 THRU JUNE 15, 2009

EXHIBIT # 2
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RECEIVED
SERVED ON
COUNSEL/PARTIES OF RECORD
MAY 23 2017
CLERK US DISTRICT COURT
DISTRICT OF NEVADA
BY: DEPUTY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

* * *

UNITED STATES OF AMERICA,

Plaintiff,

vs.

EDWARD ALLEN CHAMBERS

Defendant.

2:97-CR-087-PMP-LRL

ORDER

The matter before the court is to clarify the order of restitution previously entered as part of the Judgment in a Criminal Case (#20) on November 23, 1998. Upon further review of the restitution order in this matter, the specifics needed to complete the order of restitution were not made a part of the Judgment. Therefore, good cause appearing,

IT IS ORDERED that the defendant shall make restitution to the following payee(s) listed below:

TOM LILLEY	16,905.00
KEITH MICKELSON	17,500.00
ALAMO RENT A CAR	32,000.00
CECIL L OR EDITH JOY WORTHEN	20,000.00
BRIAN MEYERS AND RANDY MEYERS	25,000.00
JOHN FRANCIS/JACQUELINE ANNE CIMINO	21,000.00

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PAGE # 1

REZA G/MARZIEH V SALIMAN	12,000.00
MOE NEJAD	13,500.00
LAURA M BERLINGHERI	1,800.00
JOE BELINGHERI	13,000.00
UNKNOWN VICTIMS	45.00

Total Amount of Restitution ordered: $172,750.00**

****Joint and Several with James Jackson and John Pucci**

Dated this 19 day of May, 2017.

UNITED STATES DISTRICT JUDGE

EXHIBIT # 4
PAGE # 2

AO 256
(Rev. 2/86)

CRIMINAL DOCKET U.S. District Court

PO ☐ Misd. ☐ Felony ☒ | District 1378 | Off 2 | Assigned 7810 Disp./Sentence | Judge/Magistr.

☐ WRIT ☐ JUVENILE ☐ ALIAS

OFFENSE ON INDEX CARD ☐

U.S. VS. LAST, FIRST, MIDDLE: CHAMBERS, EDWARD ALLEN

Case Filed: Mo. 4 Day 22 Yr. 97

No. of Def's 1 ● U.S. MAG. CASE NO.

Docket No. 97 0087 Def. 1

I. CHARGES

U.S. TITLE/SECTION	OFFENSES CHARGED	ORIGINAL COUNTS	
18/2313	SALE OR RECEIPT OF STOLEN VEHICLES	CT 1	1
18/2	AIDING & ABETTING IN VIOL OF 18/2313	CT 1	1
18/371	CONSPIRACY TO VIOL 18/2313	CT 2	1

DISM. NG | GUILTY NOLO

SUPERSEDING COUNTS

II. KEY DATE

INTERVAL ONE: KEY DATE — EARLIEST OF: ☐ arrest ☐ sum'ns ☐ custody ☐ appears-on complaint

END ONE AND/OR BEGIN TWO (OR RESTART PERIOD TO TRIAL): KEY DATE 4/22/97 APPLICABLE — ☐ Indictment filed/unsealed ☐ consent to Magr. trial on complaint ☒ Information ☒ Felony-W/waiver

KEY DATE: a) ☐ 1st appears on pending charge /R40 b) ☐ Receive file R20/21 c) ☐ Supsdg: ☐ Ind ☐ Inf d) ☐ Order New trial e) ☐ Remand f) ☐ G/P Withdrawn

END INTERVAL TWO: KEY DATE 4/22/97 APPLICABLE — ☐ Dismissal ☒ Pled guilty ☐ After N.G. ☐ Nolo ☐ After nolo ☐ Trial (v/r dire) began ☐ Jury ☐ N.J.

1st appears with or waives counsel | ARRAIGNMENT | 1st Trial Ended | RE-TRIAL | 2nd Trial Began | DISPOSITION DATE | SENTENCE DATE | ☐ PTD ☐ Nolle ☐ Pros. | FINAL CHARGES DISMISSED ☐ on S.T. grounds ☐ W.P. ☐ WOP ☐ on def motion ☐ on gov't motion

III. MAGISTRATE

	DATE	INITIAL/NO.
Search Warrant Issued / Return		
Summons Issued / Served		
Arrest Warrant Issued		
COMPLAINT ▶		
Date of Arrest	OFFENSE (In Complaint)	

INITIAL APPEARANCE DATE ▶

PRELIMINARY EXAMINATION OR ☐ REMOVAL HEARING — Date Scheduled ▶ / Date Held ▶

☐ WAIVED ☐ NOT WAIVED ☐ INTERVENING INDICTMENT

Tape Number

INITIAL/NO.

OUTCOME: ☐ DISMISSED ☐ HELD FOR GJ OR OTHER PROCEEDING IN THIS DISTRICT ☐ HELD FOR GJ OR OTHER PROCEEDING IN DISTRICT BELOW

Show last names and suffix numbers of other defendants on same indictment/information:

RULE 20 21 40 : In Out

IV. NAMES & ADDRESSES OF ATTORNEYS, SURETIES, ETC.

ATTORNEYS
U.S. Attorney or Asst.

John E. Ham AUSA
701 E. Bridger Av #800, Las Vegas, NV 89101 (702) 388-6336

Defense: 1 ☐ CJA. 2 ☒ Ret. 3 ☐ Waived. 4 ☐ Self. 5 ☐ Non / Other. 6 ☐ PD. 7 ☐ CD

Anthony J. Cariddi
84 Main St
Hackensack, New Jersey 07601
(201) 343-3303

Local cnsl waived (#4)

BAIL • RELEASE

PRE-INDICTMENT

Release Date ☐ Bail Denied ☐ Fugitive ☐ Pers. Rec. ☐ PSA

AMOUNT SET $ Date Set ☐ Bail Not Made Date Bond Made

Conditions ☐ 10% Dep. ☐ Surety Bnd ☐ Collateral ☐ 3rd Prty ☐ Other

POST-INDICTMENT

Release Date ☐ Bail Denied ☐ Fugitive ☐ Pers. Rec. ☐ PSA

AMOUNT SET $ Date Set ☐ Bail Not Made Date Bond Made

Conditions ☐ 10% Dep. ☐ Surety Bnd ☐ Collateral ☐ 3rd Prty ☐ Other

APPEALS FEE PAYMENTS

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PAGE # 3

#7 BOND INFO
TYPE PR
POSTED 4/2/297
EXCN'D

FINE AND RESTITUTION PAYMENTS

☐ Docket Entries Begin On Reverse Side

DATE	RECEIPT NUMBER	C.D. NUMBER	DATE	RECEIPT NUMBER	C.D. NUMBER

DATE
DOCUMENT NO.

Yr. | Docket No. | Def.

MASTER DOCKET - MULTIPLE DEFENDANT CASE
PROCEEDINGS DOCKET FOR SINGLE DEFENDANT

PAGE ___ OF ___

VI EXCLUDABLE DELAY

Start Dat / End Date	Lt Code	Total Days

LETTER CODES

For identifying periods of excluded delay per 18 USC 3161 (h) (Sections in brackets)

A Exam or hearing for mental/physical incapacity ([18 USC 4244] [(1) (A)])

B HARA exam [18 USC 2902] [(1) (B)]

C State/Fed proceedings on other charges [(1) (C)]

D Interlocutory appeal [(1)(D)]

E Pretrial motion [from filing to hearing or to other prompt disposition] [(1)(F)]

F Transfer from other district per F.R.Cr.P. 20, 21 or 40 or Mag. Rule 6a [(1)(G)]

G Proceedings under advisement, not to exceed 30 days, after all necessary submissions filed and hearings completed [(1)(J)]

H Misc. proceedings, arraignment, parole/probation, revocation, Deportation, extradition [(1)]

I Delivery of prosecution [per 28 USC 2902] [(1)(G)]

S Transportation from another district or to/from examination or hospitalization ≤ 10 days or less [(1)(H)]

T Consideration by Court of proposed plea agreement [(1)(I)]

U Prosecution deferred by mutual agreement [(2)]

M Unavailability of defendant or essential witness [(3)(A,B)]

N Period of mental/physical incompetence of def. to stand trial [(4)]

O Period of NARA commitment/treatment [(5)]

P Superseding indictment and/or new charges [(6)]

R Def. awaiting trial of co-defendant & no severance has been granted [(7)]

T Continuances granted per (h)(8) use "T" alone if more than one of the following reasons (T1 thru T4) is given in support of continuance [(8)(A,B)]

T1 Failure to continue would stop further proceedings or result in miscarriage of justice [(8)(B,(i))]

T2 Case unusual or complex [(8)(B)]

T3 Indictment following arrest can't be filed in 30 days [(8)(B,(ii))]

T4 Continuance granted to obtain or substitute counsel, or give reasonable time to prepare [(8)(B,(iv))]

U Time up to withdrawal guilty plea, 3161(i)

W Grand Jury indictment time extended 30 more days, 3161(b)

(OPTIONAL) Show last names of defendants

V. PROCEEDINGS

SPEEDY TRIAL CALCULATIONS

Interval I
Gross days - 0
Less excludable - 0
Net days - 0

Interval II
Gross days - 1
Less excludable - 0
Net days - 1

EXHIBIT # 4
PAGE # 4

CONTINUED TO PAGE ___

UNITED STATES DISTRICT COURT
CRIMINAL DOCKET U. S. vs EDWARD ALLEN CHAMBERS

AO 256A ®

DATE	(Document No.)	PROCEEDINGS (continued)
4/22/97	1	**INFORMATION** o/d 12/95 lgm
--	-	**JS-2** re: D/Chambers (AT) lgm
--	2	**AO-257** re: D/Chambers lgm
--	3	**MINUTE ORDER** re: D/Chambers dtd 4/1/97 (PMP) ORD 1) Hrng for flng of info, I/A & A/P set for 4/22/97 @ 3:30 pm lgm
--	4	**MINUTES OF WAIVER OF INDICTMENT/ARRAIGNMENT/PLEA** re: D/Chambers (PMP) ORD 1) Anthony Carridi, rtnd cnsl, to fle VP; Desig of loc cnsl waivd 2) Waiver of indctmnt exctd & fld 3) Info fld 4) T/N: Same 5) D plds G to CTs 1 & 2; crt accpts plea 6) Non-bndng plea agremnt 7) Refrrd to prob for p/s invstigatn & rpn 8) I/S set for 7/25/97 @ 9:00 am 9) Bond, PR set & exctd; D relsd (C/R U.Stelzner) cps dist (AT) lgm
--	5	**WAIVER OF INDICTMENT** re: D/Chambers lgm
--	6	**PLEA MEMORANDUM** re: D/Chambers lgm
--	7	**BOND**, PR pstd obo D/Chamberts 4/22/97 lgm (Bond exon:_____)
4/24/97	8	**VERIFIED PETITION** obo D/Chambers, atty Anthony J. Cariddi retnd as cnsl cps to cnsl (AT) lgm
7/17/97	9	**STIPULATION/ORDER** re: D/Chambers (PMP) ORD 1) I/S set for 7/25/97 vctd & cont to 9/19/97 @ 10:00 am cps dist (AT) lgm
9/12/97	10	**STIPULATION/ORDER** re: D/Chambers (PMP) ORD 1) I/S set for 9/19/97 vctd & cont to 10/16/97 @ 3:30 pm cps dist lgm
10/14/97	11	**STIPULATION/ORDER** re: D/Chambers dtd 10/11/97 (PMP) ORD 1) I/S set for 10/16/97 vctd & cont to 1/21/98 @ 3:30 pm cps dist lgm
1/6/98	12	**NOTICE** re: D/Chambers 1) I/S set for 1/21/98 vctd & advncd to 1/20/98 @ 10:00 am cps dist lgm
1/15/98	13	**MOTION** obo gvrnmnt re: D/Chambers for dwnwrd departr (f)(cpy to PMP) lgm (Dispo: #16 Granted
1/20/98	14	**EXCEPTION** obo D/Chambers to p/s rpt lgm
--	15	**LETTERS** obo D/Chambers lgm

V. EXCLUDABLE DELAY

(a)	(b)	(c)	(d)
Interval (See Section II)	Start Date / End Date	Ltr. Code	Total Days

EXHIBIT 4
PAGE 4

UNITED STATES DISTRICT COURT
CRIMINAL DOCKET

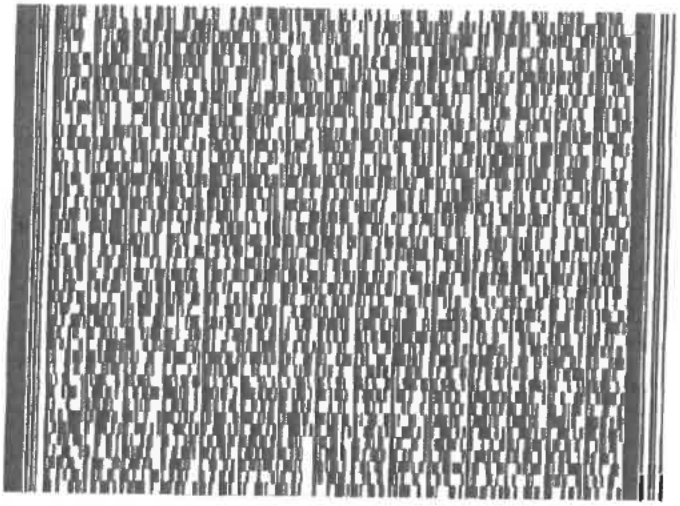
EDWARD ALLEN CHAMBERS

AO 256A

DATE	(Document No.)	PROCEEDINGS (continued)	V. EXCLUDABLE DELAY (a)	(b)	(c)	(d)
1/22/98	15	**MINUTES OF SENTENCING** re: D/Chambers dtd 1/20/98 (PMP) ORD As to CTs 1 & 2: 1) Sent impsd 2) Assessmnt 3) Restitutn 4) D grnd sty of excutn; bnd ord exon upon surr 5) Mtn for dwnwrd departr (#13) GRANTED (C/R J.Watson) cps dist lgm				
---	16	**JUDGMENT** re: D/Chambers dtd 1/20/98 (PMP) ORD As to CTs 1 & 2: 1) 15 mths cstdy USBOP, ech ct, concrrnt 2) D shll surr bfr noon 3/10/98 3) 3 yrs sprvsd relse (see doc for spec conds) 4) $100.00 assessmnt 5) $172,750.00 restitutn (eod 1/22/98) cps dist lgm				
---		JS-3 re: D/Chambers lgm				
2/24/98	---	RECORDERS TRANSCRIPT dtd 1/20/98 re: D/Chamber's I/S bfr PMP (C/R J.Watson) lgm				
3/13/98	18	**JUDGMENT** w/USM ret, D/Chambers slf surr to Nellis AFB, Las Vegas, NV on 3/10/98 lgm				
11/24/98	19	**ORDER** re: D/Chambers dtd 11/23/98 (PMP) ORD re: Attchd ltr; reqst for jdcl recommndatn GRANTED; D's jdgmnt shll be amnded to recommn D be allwd to spnd lst 4 mths in hlf-wy hse progrm cps dist lgm				
12/1/98	20	**AMENDED JUDGMENT** re: D/Chambers dtd 11/23/98 (PMP) ORD As to CTs 1,2,3: 1) 15 mths cstdy USBOP ech CT; concurrnt 2) D remnded to cstdy of USM 3) 3 yrs sprvsd relse (see doc for spec conds) 4) $100.00 assessmnt 5) $172,750.00 restitutn (EOD 12/1/98) cps dist lgm				
5/27/99	21	**JUDGMENT** w/USM ret, D/Chambers dlvrd to FPC Nellis, Las Vegas, NV on 03/10/98. gew				
5/3/01	22	**REQUEST/ORDER** re: D/Chambers (PMP) ORD 1) Sprvsd relse mefied to inclde 24 hrs commnty servce cps dist lgm				

EXHIBIT # 4
PAGE # 4

Interval (per Section III) | Start Date / End Date | Ltr. Code | Total Days



Version 2.2

The preceding is true to the best of my present knowledge or belief.
* Sequence number taken from finger print card containing this OBTS # for this arrest.

Signature

Sworn & Subscribed before me this 6th Day of JULY, 2009

Notary / ASA Det. Matt. Matt 409

My Commission Expires U-O

Agency SLSO

Agency Case # 1-09-008034

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PAGE # 7

branch located at 1100 SW St. Lucie Blvd, Port St. Lucie, Florida and went to Seacoast branch located at 1790 SW Galtin Blvd, Port St. Lucie, Florida and withdrew $4000.00 and another withdrawal $3000.00. Chambers then made three different atm transactions totaling $1303.00.

On 06/16/2009, Seacoast National Bank started receiving the checks back from Bank of America for non sufficient funds. All of the checks Chambers had written from Bank of America accounts were returned.

Due to the short period of time between the deposits and withdrawals and the fact Chambers was the owner of all three accounts. It is obvious this is an organize scheme to defraud Seacoast National Bank by depositing checks from one account and then removing the funds before the check has the time to reach the bank the checks were written from.

The total theft is $19,000.00.

NOTE: READ THIS FORM CAREFULLY. IT IS THE SAME AS A CONTRACT. EVERY PARAGRAPH IS IMPORTANT. YOU ARE WAIVING CERTAIN RIGHTS YOU HAVE BY SIGNING THIS FORM AND ARE MAKING CERTAIN AGREEMENTS. IF YOU HAVE ANY QUESTIONS YOU MUST ASK YOUR ATTORNEY OR THE JUDGE.

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT
IN AND FOR St. Lucie
COUNTY, STATE OF FLORIDA

STATE OF FLORIDA

vs.

Edward A. Chambers
Defendant.
_____/

CASE NUMBER(S): 562009CF002381A

FELONY PLEA FORM

I am entering a plea as follows:

( ) Guilty (✓) No Contest ( ) Admission

1. MY TRUE NAME IS: Edward Allen Chambers.
2. I am 55 years old.
3. I have completed the 12th grade in school. + college
   (✓) I can read, write and understand the English language.
   ( ) I cannot read. However, this document has been completely read and explained to me.
   ( ) I cannot read or understand English. However, an interpreter speaking my language has fully read this document to me.
4. I am represented by an attorney whose name is Hilary White.
5. (✓) I have never been found to be insane or incompetent, or admitted to or committed to a mental health facility, and have never been a patient in any hospital for a mental illness, disease or defect.

Defendant's initials E.C

FILED IN OPEN COURT THIS THE
19 DAY OF Jan 2010
JOSEPH E SMITH, CLERK
BY Kelly Phelan
Deputy Clerk

EXHIBIT # 4
PAGE # 11

( ) I was previously found to be insane or incompetent, or admitted to or committed to a mental health facility or I have been treated for mental health issues.

EXPLAIN:

N/A

6. I am not currently under the influence of drugs or alcohol.

DO NOT USE ABBREVIATIONS IN COMPLETING THIS FORM

7. I understand that I am charged with:

Depositing with Intent to Defraud, §32.05(3)
Third Degree Grand Theft, §12.014
Organized Fraud - Less than $20,000 §17.034(4)(a)(3)

8. I am entering my plea of guilty, or no contest to the charge(s) of, or my admission to the violation of probation or community control, as follows:

Ct I - As charged
Ct - NP.
Ct III As charged

9. I understand that the recommendation for sentencing to the judge by both my attorney and the State Attorney is as follows:

3 years administrative ~~Supervised~~ probation, 150 community service hours, $1000 fine, adjudication. Probation to terminate automatically after 18 months if all conditions are satisfied. Defendant is permitted to travel to Costa Rica as frequently as possible for business. CSH Reporting to begin in May 2010. ~~Pay~~ Restitution is paid in FULL

10. **Check if a negotiated plea** (✓) the Court will allow me to withdraw my plea if the Court rejects the plea agreement,

OR

Check if open plea to the court ( ) regardless of the recommendations of my lawyer and the State Attorney, the court may sentence me to any legal sentence, including the maximum sentence allowed by law.

 Defendant's initials EC

EXHIBIT # 4
PAGE # 12

11. I understand another judge may impose the sentence in this case.

12. As of the date of this plea I have 1 days credit for time served in jail. **I AM WAIVING ALL OTHER CREDIT FOR TIME ALREADY SERVED.**

13. I agree to pay restitution as follows:

n/a

I understand that if I am placed on probation or community control, the restitution will be a condition of that probation or community control.

14. I understand that if I am convicted of sale, possession or trafficking in drugs; conspiracy to sell, possess or traffic in drugs; a D.U.I. offense; fleeing or eluding a law enforcement officer, theft of a motor vehicle; or theft of any parts or components of a motor vehicle, my drivers license will be revoked by the Court. If I have any questions about this or about the length of the revocation, I will ask the judge or my lawyer.

I UNDERSTAND THAT NO ONE CAN ASSURE ME OF HOW MUCH GAIN TIME OR ANY OTHER FORM OF EARLY RELEASE CREDIT I WILL RECEIVE ON A PRISON SENTENCE, NOR MY ELIGIBILITY FOR ANY FORM OF EARLY RELEASE. ANY REPRESENTATIONS REGARDING THOSE ISSUES ARE NOT BINDING ON THE COURT. I UNDERSTAND I WILL NOT BE ABLE TO SET ASIDE THIS PLEA, THE JUDGMENT OR SENTENCE AS A RESULT OF INCORRECT REPRESENTATIONS TO ME CONCERNING THESE ISSUES. I UNDERSTAND THAT I SHOULD ASSUME I WILL SERVE EVERY DAY OF ANY JAIL OR PRISON SENTENCE IMPOSED.

If I am entering a plea to a felony charge in this case, I understand that if I am later convicted of another felony charge in the future, the felony charge in this case could be used to give me a much longer sentence, and possibly a mandatory sentence, in the future criminal case.

15. The Criminal Punishment Code and the scoresheet have been fully explained to me by my lawyer. I understand I may also ask the Judge about them at the time I enter this plea.

16. If I am released from jail until sentencing and I fail to appear in Court when required or if I commit a new criminal offense, then I will NOT be able to withdraw my plea, and the State will be free to ask that I be sentenced to the maximum possible sentence. Further, I could be prosecuted for the new crime, and for failure to appear, and be subject to contempt of court. I also understand that if I do not appear for sentencing, the Court may sentence me in my absence and I may receive the maximum sentence provided by law.

 Defendant's initials EC

EXHIBIT #4
PAGE # 13

17. I understand:

a) that the mandatory minimum penalty for the charges I am pleading to is n/a and the maximum possible penalty is 5 years Department of Corrections + 5 years Department of Corrections. Max of 10 years DOC.

(**BUT NOTE**: I understand that under the Criminal Punishment Code, the statutory maximum penalty may not apply. The maximum possible penalty would depend on how my prior record and present offenses are scored, and may be higher than the statutory maximum.)

18. I understand that if I am placed on probation, or community control, I must obey all general and special conditions of probation or community control. If I violate probation or community control, even in a technical way, I can be rearrested and charged with the violation. At a hearing on that violation I understand I will be tried by the Judge and not a jury and that the standard of proof is much lower than proof beyond a reasonable doubt. If the Prosecution were to satisfy the Court of a violation, I understand I could receive the maximum sentence provided by law for the underlying offense.

19. **READ IN ALL CASES:** The Jimmy Ryce Act

I understand if I am pleading to any "sexually violent offense" or a "sexually motivated offense" the Jimmy Ryce Act will apply to me, and I can be held in confinement indefinitely after my jail or prison sentence ends.

I also understand that even if the offense I am entering a plea to is not a "sexually violent offense" or a "sexually motivated offense," I can still be held in confinement indefinitely after my jail or prison sentence ends if it is determined later that I have been convicted previously of such qualifying offense.

I understand that if I am sentenced for a sex offense that my name, address, photograph, and other personal information may be posted on the Internet and in other public places as part of a community notification of where I am living and working.

20. I understand that no statement made in connection with this plea will be admissible in any civil or criminal proceeding against me except as a basis for perjury.

21. I agree that there is a factual basis for the charges against me. I understand that once the plea is accepted by the Court, there will not be a trial or further determination of my guilt or innocence of these charges.

22. I understand that I have the right to be represented by a lawyer at every stage of the proceedings, and that if I cannot afford a lawyer, one would be appointed for me.

 Defendant's initials E. C.

EXHIBIT # 4
PAGE # 14

23. I understand that by pleading Guilty, or No Contest, or by entering an Admission, I am giving up the following constitutional rights:

a) I am giving up my right to a trial and to have my case decided by a jury or a judge and my right of assistance of counsel at trial. (If this is a violation of probation or community control - I am giving up my right to a hearing before the Judge).

b) I am giving up my right to confront, cross-examine and ask questions of the State's witnesses.

c) I am giving up my right to call witnesses and make them come to court and testify for me.

d) I am giving up my right to testify if I choose, and also my right to remain silent and not to testify or incriminate myself. I realize if I did not testify, that fact could not be used against me.

e) I am giving up my right to make the State prove me guilty by presenting evidence beyond a reasonable doubt. (In violation of probation or community control cases, the standard of proof is the greater weight of the evidence.) I realize that at a trial, I would not need to prove my innocence, or testify, or call any witnesses.

f) I am giving up my right to appeal all matters connected with the judgment and sentence, including the issue of guilt or innocence. I understand that I am not waiving my right to appeal a void or voidable judgment and my right to review by appropriate collateral attack.

g) I am not waiving my right to appeal any sentence in violation of the Sentencing Guidelines, or criminal punishment code, unless specifically contained within the plea agreement.

I WISH TO GIVE UP THESE RIGHTS AND ENTER THIS PLEA.

24. No one has tricked me, coerced me, pressured me, or has made any threats against me to get me to give up these rights and enter this plea. No one has made any promises or representations to me, other than those in this document to get me to give up these rights. The only promises or representations made to me are those listed in this document, and any other promises or representations are not binding on the Court or the Prosecution.

25. I specifically

( ) admit that I am guilty of the charge or charges I am pleading Guilty/No Contest/or admitting.

(✓) believe the plea is in my best interest even though I am innocent of the charge, charges, or violations, or may have defenses to them.

26. I have discussed this case and everything in this document with my attorney, and I am satisfied with the representation I have received from my attorney. I have told my attorney all the facts and circumstances known to me about the charges. My attorney counseled and

 Defendant's initials G. C.

EXHIBIT # 4
PAGE # 5

advised me on the nature of each charge, on any and all lesser included charges, and on all possible defenses that I may have in this case.

27. I offer my plea freely and voluntarily with full understanding of all the matters in the Information/Indictment/Violation Affidavit and in this document.

28. If I am not an American citizen, I understand that this plea could be used by the United States Government as a basis to deport me, prevent me from becoming a U.S. citizen, prevent me from obtaining or retaining my alien status or prevent me from obtaining or retaining a Permanent Resident Card (Green Card), whether or not I am adjudicated guilty or whether adjudication of guilt is withheld, and whether the crime is a misdemeanor or felony.

29. If I am on probation or community control in another case, this plea can form the basis of a violation of that probation of community control.

30. I understand a conviction of a crime may cause me to lose local, State or Federal licenses, and can prevent me from getting certain licenses. A conviction of a felony will cause me to lose the right to vote, and my right to own or possess a firearm or ammunition.

31. I understand that both mandatory and discretionary fees and costs may be imposed by the court at the time of sentencing. My attorney and I can object at sentencing to any fees and costs. I understand that if I fail to object at the time of sentencing, I will be waiving the ability to appeal the imposition of the fees and costs.

If I am placed on probation or community control, the repayment of public defender fees, special public defender fees, costs, fines, surcharges and the public defender application fee, will be a condition of my probation or community control whether or not I am adjudicated guilty.

My attorney has explained all of the contents of this plea form to me. I have no questions and I understand what I am doing. I wish to enter my plea and not have a trial or hearing in this case. I fully understand everything in this document.

DATED on Jan. 12, 2010.

E L L
DEFENDANT

I certify that as an interpreter fluent in the _____ language, that I have interpreted this document in its entirety to the Defendant who understands the _____ language. The Defendant states he/she fully understands the contents of this document and the he/she signed it freely and voluntarily.

_____ _____
INTERPRETER - Printed name Signature

 Defendant's Initials E. E

EXHIBIT # 4
PAGE # 16

I, Hilary White, am the attorney for the Defendant.

[ ] I have read the contents of this document word-for-word to the Defendant, and explained it fully to him/her.

OR

[✓] I have not read this document to the Defendant, but I have fully explained the contents of this document to him/her.

I have fully explained the allegations contained in the charging document(s). I have explained the maximum penalty for each count pled to by the Defendant. I consider him/her competent to understand the charges against him/her and the effect of this plea entered by this document. I have explained to him/her the right of appeal and the difference between a direct appeal and a collateral attack. I have reviewed the discovery disclosed by the State of Florida and discussed the issues of the case with the Defendant. I am not aware of any physical evidence disclosed by the State of Florida in which DNA may exonerate the Defendant or if any such evidence exists, it has been examined and determined that no further examination is needed.

Hilary White
ATTORNEY

The State of Florida believes that this plea is in the best interest of the State of Florida and therefore recommends the plea be accepted by the Court. The State of Florida has discussed the plea terms with the victim and the arresting authority and they are in agreement with the plea or have been informed of their right to appear at sentencing in order to speak with the Court. The State of Florida is not aware of any physical evidence for which DNA testing may exonerate the Defendant.

ASSISTANT STATE ATTORNEY

The Court determines that the plea is freely and voluntarily entered, upon a knowing and intelligent waiver of the Defendant's rights, and that there is a factual basis for the Court to accept the plea to each charge and/or the violation of probation or community control. The plea is accepted.

DONE AND ORDERED on January 12, 2010.

CIRCUIT JUDGE

2010 JAN 12 PM 12:02
ST. LUCIE COUNTY
CLERK OF CIRCUIT COURT

EXHIBIT # 4
PAGE # 7

P09000046555

Florida Department of State
Division of Corporations
Public Access System

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Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To:
Division of Corporations
Fax Number : (850)617-6381

From:
Account Name : SPIEGEL & UTRERA, P.A.
Account Number : FCA000000001
Phone : (305)854-6000
Fax Number : (305)860-2076

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09 MAY 27 PM 1:40

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2009 MAY 27 P 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA PROFIT/NON PROFIT CORPORATION

EC BUILDERS & INVESTING INC.

Certificate of Status	0
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MAY 28 2009
D.A. WHITE

EXHIBIT 4
5/27/2009

H09000127843

FILED

2009 MAY 27 P 3:18

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

EC BUILDERS & INVESTING INC.

The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a Corporation for profit under Chapter 607 of the Florida Statutes.

ARTICLE 1 - NAME

The name of the Corporation is **EC BUILDERS & INVESTING INC.**, (hereinafter, "Corporation").

ARTICLE 2 - PURPOSE OF CORPORATION

The Corporation shall engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE 3 - PRINCIPAL OFFICE

The address of the principal office of this Corporation is 7680 Wyldwood Way, Port Saint Lucie, Florida 34986 and the mailing address is the same.

ARTICLE 4 - INCORPORATOR

The name and street address of the Incorporator of this Corporation is:

Elsie Sanchez
1840 Southwest 22nd Street, 4th Floor
Miami, Florida 33145

ARTICLE 5 - OFFICERS

The officers of the Corporation shall be:

President:	Edward Allen Chambers Junior
Secretary:	Edward Allen Chambers Junior

whose mailing addresses shall be the same as the principal office of the Corporation.

ARTICLE 6 - DIRECTOR(S)

The Director(s) of the Corporation shall be:

Edward Allen Chambers Junior

whose mailing addresses shall be the same as the principal office of the Corporation.

ARTICLE 7 - CORPORATE CAPITALIZATION

7.1 The maximum number of shares that this Corporation is authorized to have outstanding at any time is **TEN THOUSAND (10,000)** shares of common stock, each share having the par value of **ONE CENT ($.01)**.

7.2 All holders of shares of common stock shall be identical with each other in every respect and the holders of common shares shall be entitled to have unlimited voting rights on all shares and be entitled to one vote for each share on all matters on which Shareholders have the right to vote.

7.3 All holders of shares of common stock, upon the dissolution of the Corporation, shall be entitled to receive the net assets of the Corporation.

7.4 No holder of shares of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the Board of Director(s) may, in authorizing the issuance of shares of stock of any class, confer any preemptive right that the Board of Director(s) may deem advisable in connection with such issuance.

7.5 The Board of Director(s) of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Director(s) may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the bylaws of the Corporation.

7.6 The Board of Director(s) of the Corporation may, by Restated Articles of Incorporation, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversions or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or term or conditions of redemption of the stock.

ARTICLE 8 - SUB-CHAPTER S CORPORATION

The Corporation may elect to be an S Corporation, as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended.

8.1 The shareholders of this Corporation may elect and, if elected, shall continue such election to be an S Corporation as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended, unless the shareholders of the Corporation unanimously agree otherwise in writing.

8.2 After this Corporation has elected to be an S Corporation, none of the shareholders of this Corporation, without the written consent of all the shareholders of this Corporation shall take any action, or make any transfer or other disposition of the shareholders' shares of stock in the Corporation, which will result in the termination or revocation of such election to be an S Corporation, as provided in Sub-chapter S of the Internal Revenue Code of 1986, as amended.

8.3 Once the Corporation has elected to be an S Corporation, each share of stock issued by this Corporation shall contain the following legend:

> "The shares of stock represented by this certificate cannot be transferred if such transfer would void the election of the Corporation to be taxed under Sub-Chapter S of the Internal Revenue Code of 1986, as amended."

ARTICLE 9 - SHAREHOLDERS' RESTRICTIVE AGREEMENT

All of the shares of stock of this Corporation may be subject to a Shareholders' Restrictive Agreement containing numerous restrictions on the rights of shareholders of the Corporation and transferability of the shares of stock of the Corporation. A copy of the Shareholders' Restrictive Agreement, if any, is on file at the principal office of the Corporation.

ARTICLE 10 - POWERS OF CORPORATION

The Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, subject to any limitations or restrictions imposed by applicable law or these Articles of Incorporation.

ARTICLE 11 - TERM OF EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE 12 - REGISTERED OWNER(S)

The Corporation, to the extent permitted by law, shall be entitled to treat the person in whose name any share or right is registered on the books of the Corporation as the owner thereto, for all purposes, and except as may be agreed in writing by the Corporation, the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such share or right on the part of any other person, whether or not the Corporation shall have notice thereof.

ARTICLE 13 - REGISTERED OFFICE AND REGISTERED AGENT

The initial address of registered office of this Corporation is Spiegel & Utrera, P.A., located at 1840 Southwest 22nd Street, 4th Floor, Miami, Florida 33145. The name and address of the registered agent of this Corporation is Spiegel & Utrera, P.A., 1840 Southwest 22nd Street, 4th Floor, Miami, Florida 33145.

ARTICLE 14 - BYLAWS

The Board of Director(s) of the Corporation shall have power, without the assent or vote of the shareholders, to make, alter, amend or repeal the Bylaws of the Corporation, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board of Director(s) at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of the Bylaws.

ARTICLE 15 - EFFECTIVE DATE

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

ARTICLE 16 - AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, or in any amendment hereto, or to add any provision to these Articles of Incorporation or to any amendment hereto, in any manner now or hereafter prescribed or permitted by the provisions of any applicable statute of the State of Florida, and all rights conferred upon shareholders in these Articles of Incorporation or any amendment hereto are granted subject to this reservation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida, this 22th day of May 2009.

Elsie Sanchez, Incorporator

ACCEPTANCE OF REGISTERED AGENT DESIGNATED IN ARTICLES OF INCORPORATION

Spiegel & Utrera, P.A., having a business office identical with the registered office of the Corporation name above, and having been designated as the Registered Agent in the above and foregoing Articles of Incorporation, is familiar with and accepts the obligations of the position of Registered Agent under the applicable provisions of the Florida Statutes.

Spiegel & Utrera, P.A.

By:
Natalia Utrera, Vice President

FILED
2009 MAY 27 P 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SPIEGEL & UTRERA, P.A.
LAWYERS
www.amerilawyer@.com
1840 CORAL WAY, 4TH FLOOR, MIAMI, FLORIDA 33145 - (305) 854-6000 - (800) 603-3900 - FACSIMILE (305) 857-3700
MAILING ADDRESS - POST OFFICE BOX 450605, MIAMI, FL 33245-0605

EXHIBIT
PAGE

1110-0046

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

RECEIVED
JUN 26 2022
BY:

APPLICANT

1. LOOP

THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL

THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH

ARCHES HAVE NO DELTAS

FD-258 (REV. 3-1-10)

GPO U.S. GOVERNMENT PRINTING OFFICE: 02/19/2015 13:07:41

THIS CARD FOR USE BY:

1. LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS.*
2. OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES, UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.*
3. U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**
4. OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS.

Please review this helpful information to aid in the successful processing of hard copy criminal and civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation.

Ensure all information is typed or legibly printed using blue or black ink.
Enter data within the boundaries of the designated field or block.
Complete all required fields. (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)
- The required fields for hard copy fingerprint cards are: originating agency identifier number - date of birth - place of birth - name - sex - fingerprint impressions - any applicable state stamp - Other (race, height, weight, eye color, hair color)
  - * criminal fingerprint cards also require an arrest charge and date of arrest.
  - * civil fingerprint cards also require a reason fingerprinted and date fingerprinted

Do not use highlighters on fingerprint cards.
Do not enter data or labels within 'Leave Blank' areas.
Ensure the 'Reply Desired' field is checked when applicable (criminal only).
Ensure fingerprint impressions are rolled completely from nail to nail.
Ensure fingerprint impressions are in the correct sequence.
Ensure notations are made for any missing fingerprint impression (i.e. amputation).
Do not use more than two rotate per fingerprint impression block.
Ensure no stray marks are within the fingerprint impression blocks.

Training aids can be ordered online via the Internet by accessing the FBI's website at: fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Identification and Investigative Services Section's Customer Service Group at (304) 625-5590 or by e-mail at <liaison@leo.gov>.

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of information requested by this form is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include numerous Federal statutes, hundreds of State statutes pursuant to Pub.L. 92-544, Presidential executive orders, regulations and/or orders of the Attorney General of the United States, or other authorized authorities. Examples include, but are not limited to: 5 U.S.C. 9101; Pub.L. 94-29; Pub.L. 101-604; and Executive Orders 10450 and 12968. Providing the requested information is voluntary; however, failure to furnish the information may affect timely completion or approval of your application.

Social Security Account Number (SSAN). Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

Principal Purpose: Certain determinations, such as employment, security, licensing, and adoption, may be predicated on fingerprint-based checks. Your fingerprints and other information contained on (and along with) this form may be submitted to the requesting agency, the agency conducting the application investigation, and/or FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. During the processing of this application, and for as long hereafter as may be relevant to the activity for which this application is being submitted, the FBI may disclose any potentially pertinent information to the requesting agency and/or to the agency conducting the investigation. The FBI may also retain the submitted information in the FBI's permanent collection of fingerprints and related information, where it will be subject to comparisons against other submissions received by the FBI. Depending on the nature of your application, the requesting agency and/or the agency conducting the application investigation may also retain the fingerprints and other submitted information for other authorized purposes of such agency(ies).

Routine Uses: The fingerprints and information reported on this form may be disclosed pursuant to your consent, and may also be disclosed by the FBI without your consent as permitted by the Federal Privacy Act of 1974 (5 USC 552a(b)) and all applicable routine uses as may be published at any time in the Federal Register, including the routine uses for the FBI Fingerprint Identification Records System (Justice/FBI-009) and the FBI's Blanket Routine Uses (Justice/FBI-BRU). Routine uses include, but are not limited to, disclosures to: appropriate governmental authorities responsible for civil or criminal law enforcement, counterintelligence, national security or public safety matters to which the information may be relevant; to State and local governmental agencies and nongovernmental entities for application processing as authorized by Federal and State legislation, executive order, or regulation, including employment, security, licensing, and adoption checks; and as otherwise authorized by law, treaty, executive order, regulation, or other lawful authority. If other agencies are involved in processing this application, they may have additional routine uses.

Additional Information: The requesting agency and/or the agency conducting the application investigation will provide you additional information pertinent to the specific circumstances of this application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any system(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).

INSTRUCTIONS:

* 1. PRINTS MUST GENERALLY BE CHECKED THROUGH THE APPROPRIATE STATE IDENTIFICATION BUREAU, AND ONLY THOSE FINGERPRINTS FOR WHICH NO DISQUALIFYING RECORD HAS BEEN FOUND LOCALLY SHOULD BE SUBMITTED FOR FBI SEARCH.
2. IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE "EMPLOYER AND ADDRESS". THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI.
3. FBI NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.

** MISCELLANEOUS NO. - RECORD: OTHER ARMED FORCES NO. PASSPORT NO. (FP), ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS) VETERANS' ADMINISTRATION CLAIM NO. (VA).

EXHIBIT #2
PAGE # 3

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

July 7, 2022

Mr. Edward A Chambers
10380 Southwest Village Center Drive
Unit 242
Port St Lucie, Florida 34987

RE: Application No. 237340, Entity 13244232
1021 - PMW Professional Individual Occupational

Dear Mr. Chambers:

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. You must complete the highlighted sections in the Demographic Information section. Please initial and date any changes made to your application.

- Application is incomplete: Please correct the highlighted section(s). It appears that you have made errors and/or omissions on page 3 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 and provide court disposition records for the following charges:
  - Clark County, Nevada Arrests – 04/22/1997, 3/31/1998
  - St. Lucie County, Florida Arrest – 07/20/2009

Note: If you cannot obtain the requested court disposition 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.

- DBPR PMW 3180 – Request for Waiver is required, if you have ever been convicted of or had adjudication withheld for a felony or other disqualifying offense (form enclosed).

OFFICE OF OPERATIONS
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399

EXHIBIT #3
PAGE # 1

- DBPR PMW-3195 – Request for Release of Information and Authorization to Release Information (form enclosed).

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 have an outstanding balance and would like to submit your payment by telephone, please call 850.488.3211.

If you fail to provide the Florida Gaming Control Commission with a complete application by November 5, 2022, 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 September 24, 2022.

Checks or money orders should be made payable to the Florida Gaming Control Commission or FGCC. **Return the missing document and/or information to the address provided above, attention Office of Operations.** If you have any questions please call 850.488.3211.

Thank you,

Cindy Ritter
Operations Analyst II

EXHIBIT # 3
PAGE # 2

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

October 25, 2022

Mr. Edward A. Chambers
10380 Southwest Village Center Drive, Unit 242
Port Saint Lucie, Florida 34987

Re: Waiver Request Received
Application No. 237736, Entity No. 13244232

Dear Mr. Chambers:

The Florida Gaming Control Commission has received your Pari-mutuel Wagering Individual Occupational License Application and Request for Waiver.

Your application will be assigned to an investigator, who will contact you to schedule a waiver interview. This application will be considered incomplete until the waiver interview has been conducted.

Pursuant to Rule 61D-5.006 (1), Florida Administrative Code, failure to participate in a waiver interview or to disclose any pertinent information regarding convictions, rulings, revocations, or denials from other jurisdictions will result in a denial of the request for waiver.

During the waiver process you are not permitted to engage in any activity which requires a pari-mutuel occupational license or a cardroom license at any pari-mutuel facility in Florida.

You may contact the Office of Investigations at 954.202.3900, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

Thank you,

Cindy Ritter
Operations Analyst II

OFFICE OF OPERATIONS
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399

EXHIBIT # 3
PAGE # 3

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**		Status	**20 Under Investigation**	Status Date **10/26/2022**
Complaint #	**2022051531**	Case Type **CMP - Complaint**	Disposition		Disposition Date
Docket#		Respondent **CHAMBERS, EDWARD A**	Responsible	**Ivila - VILA, LISA**	**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/07/2022**
Region	**SR - Southern Region**	Received	**10/25/2022**
Reference			
Entered	**10/26/2022**	Entered By	**lmuniz**
Summary	**321-Gulfstream Park Racing Assoc., Inc.**		
Updated	**10/26/2022 09:06:16**	By	**lmuniz**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking — Auto Assign
☐ Attachments — History
☐ Work Notes — Print Report

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EXHIBIT # 3
PAGE # 4

Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering

Licensing Administrator Review – PMW Occupational License

RE: CHAMBERS, EDWARD A - 13244232 **Case No:** _____
(APPLICANT'S NAME– LICENSE #)

INITIAL APPLICATION RECEIVED:	6/26/2022
COMPLETE APPLICATION RECEIVED:	10/20/2022
90-DAY DEADLINE:	**1/18/2023**

Cindy Ritter	**Gulfstream Park, #321**	**1021/Animal Owner**
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 : 4 Counts
☐ Misdemeanor – Industry Related/Gambling Related/Bookmaking
☐ Animal Cruelty
☐ Forgery, Larceny Extortion, Conspiracy to Defraud (Cardroom Professions Only)
Comments:

Arrest Date	Location	Charge	Level	Court Case #	Disposition
4/22/1997	Clark County, Nevada	Sale or receipt of stolen vehicles/aiding and abetting; Conspiracy	F	2:97cr00087 PMP	Guilty
08/18/2009	St. Lucie County, Florida	Depositing w/intent to defraud; Organized Fraud-Less than $20K	F	2009CF002381A	Guilty

Disposition Unknown

☐ Felony Arrest(s) :
☐ Misdemeanor Arrest – Industry Related/Gambling Related/Bookmaking
☐ Animal Cruelty
Comments:

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: 10/25/22
Comments:

EXHIBIT # 3
PAGE # 6

Muniz, Luz

From: Minaya, Julio
Sent: Tuesday, October 25, 2022 4:27 PM
To: Muniz, Luz
Cc: Kogan, Steven; Futrell, Michelle; Jones, Bradford
Subject: RE: 1021-13244232 - Chambers, Edward A - WVR RECEIVED DOCUMENTS

Luz,

After speaking with Steve, please assign to Lisa.

Thanks

FLORIDA GAMING CONTROL COMMISSION

Julio Minaya
Investigative Supervisor
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Office: 954-202-6844 / Fax: 954.202.3930

From: Muniz, Luz
Sent: Tuesday, October 25, 2022 9:39 AM
To: Minaya, Julio
Cc: Kogan, Steven; Futrell, Michelle; Jones, Bradford
Subject: 1021-13244232 - Chambers, Edward A - WVR RECEIVED DOCUMENTS

<< File: WAIVER DOCS.pdf >>
Hi Julio,

We received the above mentioned Waiver Request for Facility #321 – Gulfstream Park Racing Assoc., Inc.

Please assign.

Respectfully,

<< OLE Object: Picture (Device Independent Bitmap) >>

Lux E. Muñiz
Operations Analyst II
Florida Gaming Control Commission

Phone: (954) 202-6773

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 dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by replying to this e-mail.

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.

Muniz, Luz

From: Ritter, Cynthia
Sent: Tuesday, October 25, 2022 8:49 AM
To: Muniz, Luz
Cc: Futrell, Michelle; Donaldson, David; Ricks, Glenda
Subject: CHAMBERS, EDWARD A - LIC TYPE 1021 - FILE - 72036 - ENTITY #13244232

Hello Luz,

Please open a case for waiver review for CHAMBERS, EDWARD A - LIC TYPE 1021 - FILE - 72036 - ENTITY #13244232. Request for Waiver, Routing Slip, Rap Sheet and Court Records have been imported into OnBase. Thank you for your assistance.

Sincerely,

FLORIDA GAMING CONTROL COMMISSION

Cindy Ritter
Operations Analyst II
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Operations
2601 Blair Stone Road
Tallahassee, Florida 32399-1037
850.488.3211 Office 850.410.5350 FAX

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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

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Marc Taupier, Chief Attorney
Re: Stephon Tyjuan Reed; Case No. 2022-052442
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to deny Stephon Tyjuan Reed's ("Applicant") application for a Cardroom Employee Occupational License. Applicant submitted a completed application for a Cardroom Employee Occupational License on October 31, 2022, and applied for a waiver of his felony conviction. The Executive Director reviewed the file along with the waiver interview notes and declined to waive the felony conviction. Therefore, the Florida Gaming Control Commission should authorize the issuance of a Notice of Intent to Deny License.

Pertinent Facts

On October 31, 2022, Applicant submitted their application to the Division of Pari-Mutuel Wagering for a Cardroom Employee Occupational License. Upon review of the completed application, it appears that Applicant was convicted of a felony in the state of Florida. Specifically, the Applicant was convicted of Unlicensed Carrying a Concealed Firearm in 2020.

Applicant applied for a waiver of the felony conviction and a waiver interview was subsequently scheduled. On November 10, 2022, Applicant attended the waiver interview with the Division and a report was drafted of that interview which was submitted to the Executive Director of the Florida Gaming Control Commission for consideration. On December 20, 2022, the Executive Director declined to waive the felony conviction.

Relevant Law

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."

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 550.105(5)(c), Florida Statutes, provides in pertinent part that:

> "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

Rule 61D-5.006(1), Florida Administrative Code, requires the applicant to submit Form DBPR PMW-3180, Request for Waiver, and schedule a waiver interview with the Office of Investigations. Failure to participate in a waiver interview or to disclose any pertinent information regarding criminal convictions shall result in a denial of the request for waiver.

Rule 61D-5.006(2), Florida Administrative Code, provides that "[t]he applicant shall establish proof of rehabilitation and demonstrate good moral character."

Staff Recommendation: Because the Applicant's disqualifying criminal conviction was not waived, the Florida Gaming Control Commission may deny or declare Applicant ineligible for any license. Accordingly, the Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission authorize the issuance of a Notice of Intent to Deny License in this matter.

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2022052442 **Incident date:** 10/08/2022 **Status:** 106 - Sent to Directors office

Lic Type: 1012 **Disposition:**

Case Type: Complaint

Responsible: ltrombetta - TROMBETTA, LOUIS

Complainant: DIVISION OF PARI-MUTUEL WAGERING

1400 W COMMERCIAL BLVD, STE 165, FORT LAUDERDALE, FL 33309

Respondent: REED, STEPHON TYJUAN

2783 SPOONBILL TRAIL, ORANGE PARK, FL 32073

Summary: 148-Orange Park Kennel Club, Inc. ---- / ---- . 90-DAY DEADLINE: January 29, 2023 ------ / ---------- .
11/10/2022 - Waiver Interview conducted

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
11/01/2022	A	10	15	Assigned to Investigator	cwtaylor	REED, STEPHON TYJUAN
11/10/2022	A	10	50	Interview Respondent		REED, STEPHON TYJUAN
11/21/2022	A	79	70	Sent to Director for Review	ddonaldson	REED, STEPHON TYJUAN
11/08/2022	A	79	435	Telephone		REED, STEPHON TYJUAN
11/01/2022	A	79	440	Incoming Correspondence	lmuniz	REED, STEPHON TYJUAN
11/21/2022	R		ddonaldson	DONALDSON, DAVID	lmuniz	

State of Florida

Department of Business and Professional Regulation

Chronology Report

Chronology:	Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
	11/21/2022	R		ltrombetta	TROMBETTA, LOUIS	ddonaldson	
	11/01/2022	R		cwtaylor	TAYLOR, CHARLES W	lmuniz	
	11/21/2022	S	1012	90	Closed	lmuniz	
	11/21/2022	S	1012	104	Sent to Licensing Section	lmuniz	
	11/21/2022	S	1012	106	Sent to Directors office	ddonaldson	
	11/01/2022	S	1012	20	Under Investigation	lmuniz	
	11/01/2022	S	1012	10	Initial Review	lmuniz	

Allegation:	Code	Description
	WAVR	Waiver of Crim. Conv. or Other Offenses

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1012 - Cardroom Employee Occupational**			Status	**104 Sent to Licensing Section**	Status Date	**11/21/2022**
Complaint #	**2022052442**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**REED, STEPHON TYJUAN**	Responsible	**ddonaldson - DONALDSON, DAVID**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**10/08/2022**
Region	**CR - Central Region**	Received	**10/31/2022**
Reference			
Entered	**11/01/2022**	Entered By	**lmuniz**
Summary	**148-Orange Park Kennel Club, Inc. ---- / ---- . 90-DAY DEADLINE: January 29, 2023 ------ / ---------- . 11/10/2022 - Waiver Interview conducted**		
Updated	**11/21/2022 13:58:13**	By	**lmuniz**

☐ 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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ROUTING SLIP
REQUEST FOR WAIVER

RE: REED, STEPHON T. – 13351485 (APPLICANT'S NAME – LICENSE #)

Case No: 2022 05 2442

1012 – Dealer (Occupation Code and Job Title)

148 – Orange Park Best Bet (Facility (d/b/a name))

90-DAY RESPONSE DEADLINE: JANUARY 29, 2023 (DATE)

Investigations Section: Reviewed by Steve Kogan November 21, 2022 (Initial & Date)

The attached "Request for Waiver" file has been reviewed for completeness and accuracy, and has been forwarded to the Licensing Section.

Licensing Section: Reviewed by: DD 11/21/2022 (Initial & Date) slicks 12/2/22 (Initial & Date)

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any gaming or racing jurisdiction?

[ ] Yes or [✓] No If yes, in what jurisdiction? _____

Executive Director: LT 2/20/22 (Initial & Date)

[ ] Prepare Waiver or [✓] Prepare File for Commission Review

Comments: _____

Investigative Findings:

October 21, 2020 — Jacksonville County Sheriff's Office, FL. – Unlicensed Carrying a Concealed Firearm – Felony – Plead Guilty – Adjudication Withheld on December 16, 2020 – Serve 2 days Duval County Jail with 2 Days Credit. One Year Probation, Fines and Court costs totaling $666. Must obtain a Carrying permit and 50 Hours of Community Service – Probation was terminated early on July 15, 2021 – All fines paid in full.

lem

*Please attach Routing Slip to front of case file

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

WAIVER INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**NORTHERN**	**October 31, 2022**	**2022 05 2442**

Respondent:	Complainant:
REED, STEPHON T. 2783 Spoonbill Trail Orange Park, FL 32073 [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 West Commercial Boulevard, Suite 165** **Ft. Lauderdale, Florida 33309**

License # / Type:	Profession:	Report Date:
13351485 / 1012	**Poker Dealer**	**November 10, 2022**

Period of Investigation:	Type of Report:
October 31, 2022 through November 10, 2022	**Final**

Basis of Investigation: This investigation is predicated upon the submission of **STEPHON T. REED's** State of Florida Cardroom Occupational License Application dated September 27, 2022 and Request for Waiver dated October 8, 2022.

On September 27, 2022, **REED** applied for a PMW Cardroom Employee Occupational License (1012) to work as a Poker Dealer at Orange Park Best Bet. On his application, he answered "NO" to the question, "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?" **REED** did however disclose a 2020 conviction for Carrying a Concealed Firearm Unlicensed.

Upon receipt of **REED's** FDLE Criminal History Report, PMW Licensing sent him a deficiency letter on October 5, 2022, informing him that he had made errors and/or omissions on page 3 of the application, and requested that he initial and date any changes and answer all yes or no questions.

On October 8, 2022, REED amended his application, answering "yes" to the question, "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?"

Related Case:

Investigations Specialist II / Date	Approved by Investigator Supervisor / Date
/s/ Charles W. Taylor Charles W. Taylor / November 10, 2022	/s/ C. Derek Washington C. Derek Washington / November 15, 2022

Chief of Investigations / Date

/s/ Steven E. Kogan
Steven E. Kogan / November 21, 2022

CONTINUATION

CRIMINAL HISTORY

Arrest 1					
Date of Arrest: 10/21/2020	**Arresting Agency:** Jacksonville Sheriff's Office, FL				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Unlicensed Carrying a Concealed Firearm	Felony	Guilty	Adj. Withheld	12/16/2020
2					
3					
4					

SENTENCE
Serve 2 days Duval County Jail with 2 Days Credit. One Year Probation, Fines and Court costs totaling $666. Must obtain a Carry permit and perform 50 Hours of Community Service.

Additional Information: Fines paid in Full. Early Termination of probation on July 15, 2021.

Arrest 2					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

CRIMINAL HISTORY

Arrest 3					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

Arrest 4					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

CONTINUATION

ADDITIONAL LICENSES

	YES	NO
Has the Applicant ever possessed a Florida Pari-Mutuel Occupational License?	X	
Does the Applicant possess an Occupational License from other jurisdictions?		X

1. License Type: **Cardroom Employee 1012 (***TEMPORARY***)**			
Date Licensed: **9/28/2022**	Expiration Date: **12/27/2022**	License #: **13351485**	Agency or Jurisdiction: **FGCC**

	YES	NO
Has License ever been suspended or revoked?		X
Was any derogatory information received?	X	
Additional Comments: **This license was issued in the field office because the applicant did not disclose any convictions on his initial application.**		

2. License Type:			
Date Licensed:	Expiration Date:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

3. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

4. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

WAIVER INTERVIEW

	YES	NO
Was a Waiver Interview Conducted?	X	

Date of Interview:	Location of Interview:
November 10, 2022	Office at Best Bet Orange Park

	YES	NO
Was the applicant cooperative?	X	

Additional Comments: N/A

SUMMARY OF INTERVIEW:

During his interview, I asked Mr. **REED** why he did not initially indicate all his criminal history on his application. He stated that he listed the conviction but forgot to check one of the required boxes.

When asked about his felony conviction for Unlicensed Carrying a Concealed Firearm, **REED** said that he was working as an Uber driver trying to make additional money when two guys attempted to rob him at gunpoint. Mr. **REED** had his gun in the car door, and after being shot at, **REED** fired back at the suspects. He then called the Police and reported the incident. Because he did not have a concealed weapons permit, he was charged.

REED stated that he has already taken the dealer training class, passed his audition, and currently working at Jacksonville Best Bet, anxiously waiting to receive his license.

CONCLUSION:

A check of the Association of Racing Commissioners International (ARCI) database showed no rulings against **REED. (EXHIBIT #4)**

Case Status: Investigations case closed and case forwarded to Licensing.

CONTINUATION

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II. INVESTIGATIVE REPORT .....

III. EXHIBITS

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3. Rap Sheet 1-5
4. Supporting Docs: ARCI / Def. Letter / Other..... 1-5

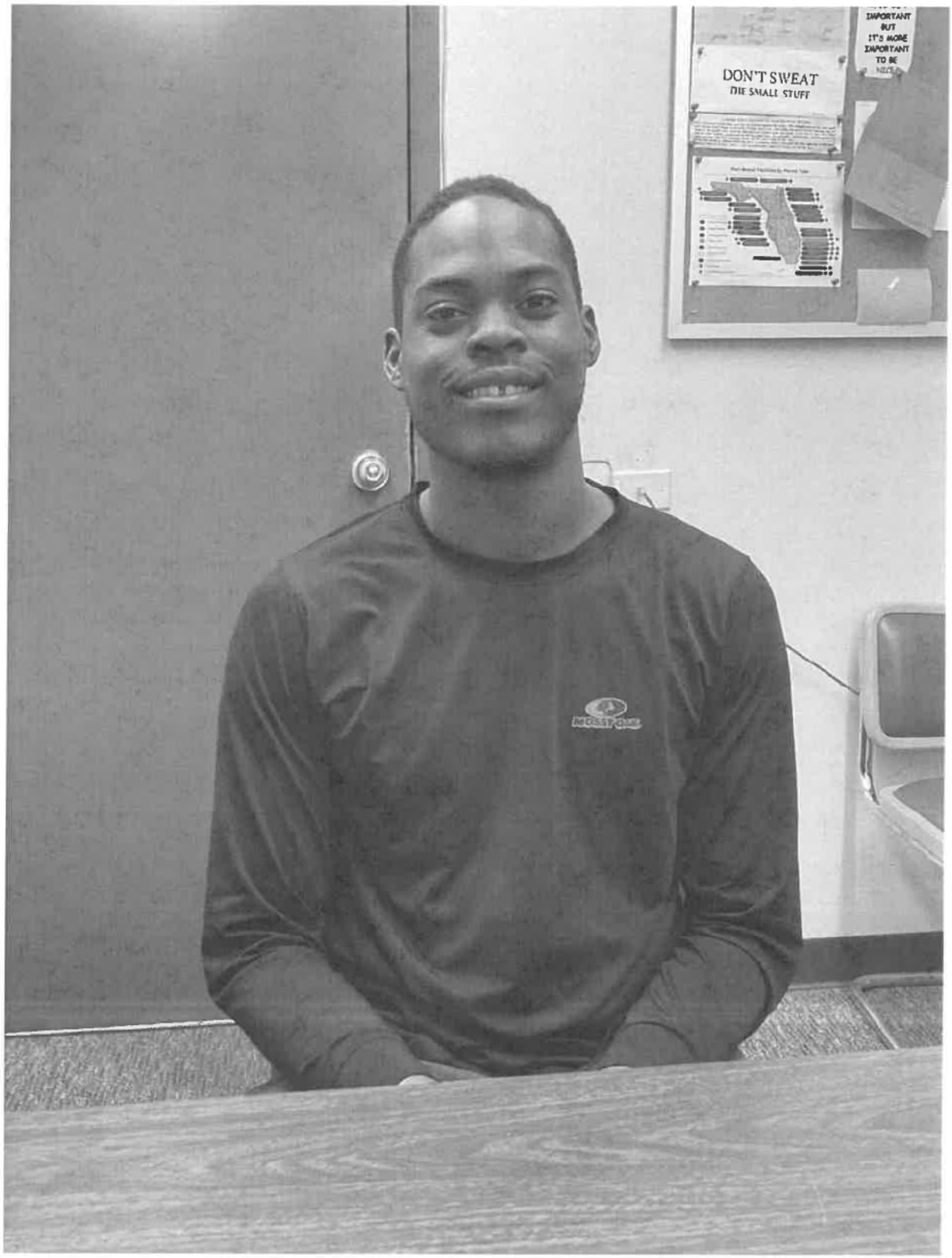

EXHIBIT #1
Page 1 of 7

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☑ Yes ☐ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
~~07/15/2021~~	Duval	~~FL~~			
10/22/2020	Duval	FL	Carrying a Concealed Firearm Unlicensed		
					2 days in Jail
					$666 in Fines 50 hours of Community Service

☐ 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.
☐ 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 the offense and discipline.

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

D Stephen Reed — 9/27/22

Signature of Applicant — Date

Entity 13351485

RECEIVED
2022 OCT 31 AM
FLORI...
CONTRO...

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☑ Yes ☐ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
07/15/2021	Duval	FL			
10/22/2020	Duval	FL	Carrying a Concealed Firearm Unlicensed		2 days in Jail 1000 in fines 50 hours of Community Service

☐ 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.
☐ 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 the offense and discipline.

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Signature of Applicant — Date: 9/27/22

DBPR PMW-3120, Effective September 2020, Rule 61D-6.001, F.A.C.

EXHIBIT #1
Page 6 of 7

Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering

Licensing Administrator Review – PMW Occupational License

RE: REED, STEPHON TYJUAN - 13351485 2022052442
(APPLICANT'S NAME– LICENSE #)

INITIAL APPLICATION RECEIVED:	9/29/2022
COMPLETE APPLICATION RECEIVED:	10/31/2022
90-DAY DEADLINE:	**1/29/2023**

Cindy Ritter	**Best Bet/#148**	**Poker Dealer/1012**
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 : 1 Count
- ☐ Misdemeanor – Industry Related/Gambling Related/Bookmaking
- ☐ Animal Cruelty
- ☐ Forgery, Larceny Extortion, Conspiracy to Defraud (Cardroom Professions Only)

Comments:

Arrest Date	Location	Charge	Level	Court Case #	Disposition
10/21/2020	Duval County, Florida	Unlicensed Carrying A Concealed Firearm	Felony	162020CF009538 AXXXMA	Adjudication Withheld; One year probation

Disposition Unknown

- ☐ Felony Arrest(s) :
- ☐ Misdemeanor Arrest – Industry Related/Gambling Related/Bookmaking
- ☐ Animal Cruelty

Comments:

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: 10/31/22

Comments:

DD 11/21/2022

Line / Document	Count	Effective Entered	Description	Pages	Image
4 D4	--	10/22/2020 10/23/2020	APPLICATION FOR CRIMINAL INDIGENT STATUS FILED - NO DETERMINATION MADE AT THIS HEARING	1	Available Public access
5 D5	--	10/22/2020 10/23/2020	DEFENDANT DECLARED INDIGENT, ORDER APPOINTING PUBLIC DEFENDER - FILED	1	Available Public access
6 D6	--	10/22/2020 10/23/2020	FINDING OF PROBABLE CAUSE ,	1	Available Public access
7	--	10/22/2020 10/23/2020	PD APP FEE 50.00 IMPOSED		
8	--	10/22/2020 10/23/2020	FEES DUE: 10/23/2020		
9	--	10/22/2020 10/23/2020	ARRAIGNMENT COURT DATE: 11/12/2020 SUBJECT TO CHANGE. CALL FOR VERIFICATION		
10 D10	1	10/22/2020 10/29/2020	BOND - AMOUNT $7,503.00, COMPANY ROCHE SURETY & CASUALTY CO.	2	Available Public access
11	--	11/10/2020 11/10/2020	ARRAIGNMENT COURT DATE: 12/02/2020 SUBJECT TO CHANGE. CALL FOR VERIFICATION		
12	--	12/1/2020 12/1/2020	ARRAIGNMENT COURT DATE: 12/09/2020 SUBJECT TO CHANGE. CALL FOR VERIFICATION		
13 D15	--	12/8/2020 12/8/2020	INFORMATION	2	Available VOR, Ready to view
14	1	12/8/2020 12/8/2020	INFORMATION FILED S790.01(2) UNLICENSED CARRYING A CONCEALED FIREARM		
15	--	12/8/2020 12/8/2020	ARRAIGNMENT DATE 12/16/2020 9:00 AM - 307 3RD FLOOR, 501 W ADAMS ST JACKSONVILLE FL 32202		
16	--	12/8/2020 12/8/2020	TRIAL ASSISTANT STATE ATTORNEY CHANGED TO Hazelip, Carlyn Elizabeth PER SAO		
17	--	12/16/2020 12/17/2020	JUDGE SALVADOR, TATIANA		
18	--	12/16/2020 12/17/2020	ASST. STATE ATTY. HAZELIP, CARLYN ELIZABETH		
19	--	12/16/2020 12/17/2020	ASST. PUB. DEF. MACKOUL, FRANK GEORGE II		
20	--	12/16/2020 12/17/2020	DEFENDANT PRESENT		
21	--	12/16/2020 12/17/2020	DEF. W/READING OF INFO & PLEAD GUILTY		
22 D22	--	12/16/2020 12/17/2020	ACKNOWLEDGE. OF RIGHTS & VOLUNTARINESS OF ENTRY OF PLEA	2	Available VOR, Ready to view
23	1	12/16/2020 12/17/2020	DEFENDANT PLEAD GUILTY		
24 D24	1	12/16/2020 12/17/2020	ADJUDICATION OF GUILT WITHHELD FINGERPRINTS TAKEN	5	Available Public access
25	1	12/16/2020 12/17/2020	PROBATION 1 YEAR		
26	1	12/16/2020 12/17/2020	SERVE 2 DAYS DCJ WITH 2 DAYS CREDIT		
27	1	12/16/2020 12/17/2020	COMMUNITY SERVICE: 50 HOURS		

Line / Document	Count	Effective Entered	Description	Pages	Image
28	1	12/16/2020 12/17/2020	EARLY TERMINATION AFTER ALL CONDITIONS MET		
29	1	12/16/2020 12/17/2020	OBTAIN CARRYING CONCEALED WEAPON PERMIT		
30	1	12/16/2020 12/17/2020	COURT COSTS		
31	1	12/16/2020 12/17/2020	LEEA 3.00 IMPOSED		
32	1	12/16/2020 12/17/2020	COST OF COURT 50.00 IMPOSED		
33	1	12/16/2020 12/17/2020	CCT 50.00 IMPOSED		
34	1	12/16/2020 12/17/2020	LGTF 225.00 IMPOSED		
35	1	12/16/2020 12/17/2020	TNC 3.00 IMPOSED		
36	1	12/16/2020 12/17/2020	SOCIF 100.00 IMPOSED		
37	1	12/16/2020 12/17/2020	AACC 65.00 IMPOSED		
38	1	12/16/2020 12/17/2020	SAIEF 100.00 IMPOSED		
39	1	12/16/2020 12/17/2020	CSTF 20.00 IMPOSED		
40 D41	--	12/16/2020 12/17/2020	SENTENCING GUIDELINES	3	**Available** VOR, Ready to view
42 D43	--	12/16/2020 12/17/2020	NOTICE OF DISCOVERY & SPECIFIC DEMAND	2	**Available** VOR, Ready to view
43 D42	--	12/17/2020 12/17/2020	CERTIFICATE OF SERVICE FOR JUDGMENT AND SENTENCE	1	**Available** Public access
44 D44	--	1/12/2021 1/13/2021	ORDER W/H ADJ. OF GUILT & PLACING DEF. ON PROBATION	3	**Available** VOR, Ready to view
45 D45	--	2/4/2021 2/4/2021	CASE FEES PAID: $159.62 ON RECEIPT NUMBER 3805871	2	**Available** Public access
46 D46	--	2/12/2021 2/12/2021	CASE FEES PAID: $96.15 ON RECEIPT NUMBER 3811294	2	**Available** Public access
47 D47	--	4/9/2021 4/9/2021	CASE FEES PAID: $384.62 ON RECEIPT NUMBER 3854402	2	**Available** Public access
48 D48	--	5/5/2021 5/5/2021	CASE FEES PAID: $25.61 ON RECEIPT NUMBER 3881321	2	**Available** Public access
49 D49	--	6/25/2021 6/25/2021	LETTER FROM DEFENDANT RE: REQUESTING EARLY RELEASE FROM PROBATION	2	**Available** VOR, Ready to view

Line / Document	Count	Effective Entered	Description	Pages	Image
50 D50	--	7/15/2021 7/19/2021	OTHER EMAIL FROM SAO TO JA	1	Must Register View on request
51 D51	--	7/15/2021 7/19/2021	COURT ORDER TERMINATING PROBATION	1	Available Public access

DD 11/21/2022

S.A. CASE NO.: 20CF052775AD

STATE OF FLORIDA

vs.

STEPHON TYJUAN REED

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

Fall Term, in the year two thousand twenty

CLERK NO.: 162020CF009538A

DIVISION: CRE

INFORMATION FOR:

1) UNLICENSED CARRYING A CONCEALED FIREARM

IN THE NAME OF AND BY AUTHORITY OF THE STATE OF FLORIDA, MELISSA W. NELSON, State Attorney for the Fourth Judicial Circuit of the State of Florida, in and for Duval County, charges that:

COUNT 1

STEPHON TYJUAN REED on October 21, 2020, in the County of Duval and the State of Florida, without being licensed under Section 790.06, did carry a concealed firearm on or about his person, contrary to the provisions of Section 790.01(2), Florida Statutes.

MELISSA W. NELSON, STATE ATTORNEY
FOURTH JUDICIAL CIRCUIT
By: Cameron S. French
Assistant State Attorney
Fourth Judicial Circuit of Florida, in and for Duval County

STATE OF FLORIDA)
COUNTY OF DUVAL)

CAMERON STACIE FRENCH BAR # 760021

Personally appeared before me, _____, Assistant State Attorney, for the Fourth Judicial Circuit of the State of Florida, in and for Duval County, who is personally known to me, and who being first duly sworn, says that the allegations as set forth in the foregoing information are based upon facts that have been sworn to as true, and which, if true, would constitute the offense therein charged, and that this prosecution is instituted in good faith, and hereby certifies that testimony under oath has been received from the material witness(es) for the offense.

Sworn to and subscribed before me this 8 day of December, 2020.

By: Stephanie Beasley

STEPHANIE BEASLEY
Commission # GG 283938
Expires January 4, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

RONNIE FUSSELL, Clerk of the Circuit Court, Fourth Judicial Circuit of Florida, In and For Duval County, and Clerk of the County Court, In and For Duval County, Florida.

FILED THIS _____ BY DEPUTY CLERK: Rose Devae

Dkt	2020-021802	AD	December 16, 2020		
Ext.	Z	S/W		DOB	01/27/1996
Race	Black	Sex	Male		

MCL NO.(S): S790.01(2), F3

ACCEPTED: DUVAL COUNTY, RONNIE FUSSELL, CLERK, 12/08/2020 12:18:06 PM

STATE ATTORNEY'S OFFICE
FOURTH JUDICIAL CIRCUIT OF FLORIDA

CHARGING NOTICE

TO:	CIRCUIT COURT CLERK	DATE:	December 8, 2020
		DIVISION:	CRE
RE:	STATE OF FLORIDA	S.A. CASE NO.:	20CF052775AD
	vs.	CLERK NO.:	162020CF009538A
	STEPHON TYJUAN REED	ARREST NO.:	2020-021802
		CCR NO.:	2020-0667457

ORIGINAL CHARGE(S):

1) 79001D, UNLICENSED CARRYING A CONCEALED FIREARM, S790.01(2), F3

FILED CHARGE(S):

1) 79001D, UNLICENSED CARRYING A CONCEALED FIREARM, S790.01(2), F3

The State Attorney's Office, through the Assistant State Attorney listed below, is filing only the charges listed above. Any Original Charges that are not listed as Filed Charges have either been dropped or changed from the Arrest and Booking Report.

Carlyn Elizabeth Hazelip
Assistant State Attorney

Note: This Notice relates to this arrest and booking only and in no way effects any other charges this defendant may have pending.

EXHIBIT #2
PAGE 5 - 13

FILED
DEC 16 2020
RED W. DANSELL
CLERK CIRCUIT COURT

STATE OF FLORIDA

vs.

STEPHON TYJUAN REED
Defendant

IN THE CIRCUIT COURT,
FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY,
FLORIDA

CASE #: 16 - 2020 - CF - 9538

DIVISION: CR — E

PLEA OF GUILTY AND NEGOTIATED SENTENCE

it is in my best interest.

I hereby enter my plea of guilty because ~~I am guilty~~. Before entering such plea of guilty, I was advised of the nature of all the charges against me, the statutory offenses included within such charges, the range of maximum allowable punishments for each charge, all the possible defenses to each charge, and all circumstances in mitigation of such charges. I have been advised of all other facts essential to a full and complete understanding of all offenses with which I have been charged, and of all offenses to which I am entering this plea. I have been advised of all direct consequences of the sentence to be imposed.

Specific Terms of Negotiated Sentence:
My sentence has been negotiated in this case, and I understand that it is as follows:

PG/WHA UNLICENSED CARRYING A CONCEALED FIREARM (F3 MAX 5 YRS FSP)
SENTENCED TO 1 YEAR OF PROBATION, WITH EARLY TERMINATION, SPECIAL
CONDITIONS: 1. SERVE 2 DAYS DCJ WITH CREDIT FOR 2 DAYS SERVED,
2. SERVE 50 HOURS OF COMMUNITY SERVICE, 3. OBTAIN A CARRY
CONCEALED WEAPONS PERMIT, 4. PAY $516 COURT COSTS & $150 PD LIEN.
* NEITHER STATE NOR DEFENSE IS AWARE OF ANY DNA EVIDENCE THAT WOULD TEND TO EXONERATE THE DEFENDANT.

I consider this negotiated sentence to be to my advantage, and I have freely and voluntarily entered my plea of guilty. I have not been offered any hope of reward, better treatment, or certain type of sentence to get me to enter this plea, other than the sentence set forth above. I have not been promised by anyone, including my attorney, that I would actually serve any less time than set forth above, and I understand that any early release of any sort is not a part of this plea agreement and is entirely within the discretion of governmental agencies other than this Court. I have not been threatened, coerced, or intimidated by any person, including my attorney, in any way in order to get me to enter this plea.

Advice of Rights:
I understand that by pleading guilty I give up the following constitutional rights: the right to trial by judge or jury (including, if I am charged with a capital offense, the right to a jury of twelve persons), the right to be represented by counsel at trial, the right to have counsel appointed to represent me if I cannot afford to retain counsel, the right to present witnesses in my own behalf and to compel the attendance of those witnesses, the right to confront the witnesses against me, the right to require the State to prove its case against me beyond a reasonable doubt and, for purposes of this plea hearing, my right against self-incrimination. I further understand that if I am not a citizen of the United States that this plea may subject me to deportation. I also understand that by entering this plea I give up the right to appeal all matters relating to the judgement, including the issue of guilt or innocence.

Consultation with Attorney:
I have had ample time to discuss this agreement with my attorney. My attorney and I have read this agreement regarding my guilty plea together in private, and my attorney has explained all portions of this agreement to my complete understanding and satisfaction. We have fully discussed all aspects of the case, including all possible defenses to all charges, including self-defense and any defense based upon any disability, disease, insanity, or intoxication. My attorney has given me the opportunity to ask questions and has answered all of my questions fully and completely. My attorney has taken all actions requested by me, or has explained to my satisfaction and agreement why such actions should not be taken, and I concur with my attorney's decisions in that regard. I am completely satisfied with the services rendered by my attorney on my behalf in this case.

Time for Consideration and Reflection:
I have had sufficient time to consider all charges against me, all possible defenses and circumstances in mitigation, the advice of my attorney, the constitutional rights forfeited by entering into this plea agreement, and the potential consequences that the plea of guilty may have upon me. I have been provided with the opportunity for additional time to consider and reflect upon these matters, and I specifically state that I do not require any additional time to do so. I wish to proceed with the entry of my guilty plea.

Acknowledged in Open Court:
In open court I have under oath acknowledged to the Judge of this Court that:

A. I have read and understood this entire plea agreement, including the rights I am giving up by entering into it;
B. I am not under the influence of any substance, drug or condition (physical, mental, or emotional), which interferes with my appreciation of the entire plea agreement into which I am entering and all consequences thereof;
C. I have not been deprived of, and am properly taking, any medication which is essential to my full, complete and unimpaired understanding of the plea agreement and these proceedings;
D. I have entered into and signed this plea of guilty and negotiated sentence freely and voluntarily;
E. This plea of guilty and negotiated sentence form is true and correct in all respects; and
F. This form represents the sole and complete agreement between myself and the State. No other agreements, representations, or promises have been made by myself, my attorney, the Court, or any representative of the State.

Both my attorney and I have signed this plea agreement in open Court at Jacksonville, Duval County, Florida, this 16th day of DECEMBER, 2020.

Digitally signed by Frank Mackoul II, ESQ.
DN: cn=Frank Mackoul II, ESQ., o=PDO, ou, email=fmackoul@pd4.coj.net, c=US
Date: 2020.12.15 16:11:34 -05'00'

Frank Mackoul II, ESQ.
Attorney for Defendant

/s/ Carlyn Hazelip
Assistant State Attorney

"Defendant verbally agrees"
STEPHON TYJUAN REED, Defendant

Witness, Deputy Clerk

Circuit Judge

My signature as Judge of this court is certification that I have discussed this plea agreement with Defendant and Defendant's attorney in open court on this date and have asked Defendant questions, considered Defendant's responses, and observed Defendant's demeanor. I find that Defendant has the intelligence to comprehend these constitutional rights, the terms of this plea agreement, the contents of this written agreement, and these proceedings. I further find that Defendant has entered this plea freely and voluntarily and is not under the influence of any disability, substance, drug or condition which would interfere with Defendant's ability to understand and appreciate the terms of this plea agreement and its consequences.

STATE OF FLORIDA

IN THE FOURTH JUDICIAL CIRCUIT COURT, IN AND FOR DUVAL COUNTY

-VS-

CASE NUMBER 16-2020-CF-009538-AXXX-MA

STEPHON TYJUAN REED
Defendant

DC NUMBER U70972 / DIV - E

Local Jurisdiction Identification Number: _____

ORDER OF 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 UNLICENSED CARRYING A CONCEALED FIREARM

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 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 for a period of (1) year under the supervision of the Department of Corrections, subject to Florida law.

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 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 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 (2) days with credit for (2) days jail time, as a special condition of supervision.

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 $40.00 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.

Revised 07-01-2020

EXHIBIT #2
PAGE 8 - 13

ACCEPTED: DUVAL COUNTY, JODY PHILLIPS, CLERK, 01/13/2021 11:42:50 AM

(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, an advanced practice registered nurse, or a physician assistant. 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 Duval 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 908 N. Jefferson Street, Bldg. F, Jacksonville FL 32209 (904) 695-4045.

SPECIAL CONDITIONS

☒ 1. You will successfully complete (50) hours of community service at a work site approved by your officer.

☒ 2. Obtain a Carry Concealed Weapons Permit.

☒ 3. Pay court costs.

☒ 4. Early termination authorized upon completion of special conditions.

☒ 5. You will be required to pay for drug testing unless exempt by the court.

Effective for offenders whose crime was committed on or after September 1, 2005, there is hereby imposed, in additional to any other provision in this section, mandatory electronic monitoring as a condition of supervision for those who:

- Are placed on supervision for a violation of chapter 794, s. 800.04(4), (5), or (6), s. 827.071, or s. 847.0145 and the unlawful sexual activity involved a victim 15 years of age or younger and the offender is 18 years of age or older; or
- Are designated as a sexual predator pursuant to s. 775.21; or
- Has previously been convicted of a violation of chapter 794, s. 800.04(4), (5), or (6), s. 827.071, or s. 847.0145 and the unlawful sexual activity involved a victim 15 years of age or younger and the offender is 18 years of age or older.

You are hereby placed on notice that should you violate your probation or community control, and the conditions set forth in s. 948.063(1) or (2) are satisfied, whether your probation or community control is revoked or not revoked, you shall be placed on electronic monitoring in accordance with F.S. 948.063.

EXHIBIT #2
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Effective for offenders who are subject to supervision for a crime that was committed on or after May 26, 2010, and who has been convicted at any time of committing, or attempting, soliciting, or conspiring to commit, any of the criminal offenses listed in s. 943.0435(1)(h)1.a.(I), or a similar offense in another jurisdiction, against a victim who was under the age of 18 at the time of the offense; the following conditions are imposed in addition to all other conditions:

(a) A prohibition on visiting schools, child care facilities, parks, and playgrounds, without prior approval from the offender's supervising officer. The court may also designate additional locations to protect a victim. The prohibition ordered under this paragraph does not prohibit the offender from visiting a school, child care facility, park, or playground for the sole purpose of attending a religious service as defined in s. 775.0861 or picking up or dropping off the offender's children or grandchildren at a child care facility or school.

(b) A prohibition on distributing candy or other items to children on Halloween; wearing a Santa Claus costume, or other costume to appeal to children, on or preceding Christmas; wearing an Easter Bunny costume, or other costume to appeal to children, on or preceding Easter; entertaining at children's parties; or wearing a clown costume; without prior approval from the court.

Effective for offenders whose crime was committed on or after October 1, 2014, and who is placed on probation or community control for a violation of chapter 794, s. 800.04, s. 827.071, s. 847.0135(5), or s. 847.0145, in addition to all other conditions imposed, is prohibited from viewing, accessing, owning, or possessing any obscene, pornographic, or sexually stimulating visual or auditory material unless otherwise indicated in the treatment plan provided by a qualified practitioner in the sexual offender treatment program. Visual or auditory material includes, but is not limited to, telephone, electronic media, computer programs, and computer services.

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: $ 666.00

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.

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 December 16, 2020

NUNC PRO TUNC _____

T. Salvador

Tatiana Salvador, 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: _____

_____
Defendant

Instructed by: _____
Supervising Officer

EXHIBIT #2
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Revised 07-01-2020

2021CF009550
CR-E

FILED
JUN 25 2021
DUVAL CLERK OF COURT

6/24/21

Your Honor, I am Writing to petition the Court for an early release from probation.

I have completed all orders that the Court has placed upon me. I truly have recognized the mistakes that I have made in this Case. This incident has opened my eyes tremendously and I will obey all City, State and federal laws. First by purchasing my Concealed Weapon license as soon as possible.

I have completed all orders while Still maintaining a full-time job. I have paid my debt by paying the Courts 666 in Court fees, Working 50 hours by helping my Community, and receiving my Weapons permit. Now that I'm done with my obligations I'm asking you for this early termination request. So I can Start Work at publix Working my Way up in publix Workforce.

Thank you for Spending the time to read this. I truly hope you have a Wonderful day!

Sincerely,

Stephon Reed

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2020CF004538
CR-E

HORNER PRESS
JACKSONVILLE 8297 Philips Highway, Unit 102 • Jacksonville, FL 32256-8201 • 904-730-9555 • Fax 904-730-5672

FILED
JUN 25 2021
DUVAL CLERK OF COURT

June 23, 2021

Dear Judge,

My name is Steven Zarucki and I am Stephon Reed's supervisor at HornerXpress.

Mr. Reed has been employed by us since February 15th 2021. Since that time, he has been a very reliable and responsible team member. Mr. Reed gets along with his coworkers as well as our clients. He brings a positive attitude and great sense of energy on a consistent basis.

I appreciate your time and consideration. Thank you

Sincerely,

Steven D Zarucki

Operations Manager

EXHIBIT #2
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IN THE CIRCUIT COURT, FOURTH JUDICIAL CIRCUIT, IN AND FOR DUVAL COUNTY, FLORIDA

STATE OF FLORIDA

v.

STEPHON TYJUAN REED

_____/

CASE NO: 16-2020-CF-9538
DIVISION: CR-E

COURT ORDER TERMINATING PROBATION

This cause came before the Court upon the Defendant's letter of June 24, 2021 and filed on June 25, 2021 which the Court construes as a "Motion to Terminate Probation", and the Court having reviewed the case file and being fully advised in the premises and the State having no objection, it is:

ORDERED that Defendant's probation is hereby terminated.

DONE and ORDERED, in Chambers, in Jacksonville, Duval County, Florida this 15th day of July, 2021.

T. Salvador

TATIANA R. SALVADOR
Circuit Court Judge

Copies furnished to:

State Attorney's Office, Division CR-E
Department of Corrections Probation
Stephon Reed, 7924 Collin Ridge Blvd, Jacksonville, FL 32244

EXHIBIT #2
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ACCEPTED: DUVAL COUNTY, JODY PHILLIPS, CLERK, 07/19/2021 09:24:44 AM

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

October 5, 2022

Mr. Stephon Tyjuan Reed
2783 Spoonbill Trail
Orange Park, Florida 32073

RE: Application No. 70311, Entity 13351485
1012 - Cardroom Employee Occupational

Dear Mr. Reed:

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 sections. It appears that you have made errors and/or omissions on page 3 of the application. **Please initial and date any changes or additions made to your application.**
  - You must answer all yes or no questions.

Any individual or business applicant may request a waiver of disqualifying factors in an application that would otherwise be grounds for denial. DBPR PMW 3180 - Request for Waiver and DBPR PMW-3195 - Request for Release of Information and Authorization to Release Information (forms enclosed). The Division will process a request for waiver upon receipt of a complete application.

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 have an outstanding balance and would like to submit your payment by telephone, please call 850.488.3211.

If you fail to provide the Florida Gaming Control Commission with a complete application by March 2, 2023, 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 December 27, 2022.

OFFICE OF OPERATIONS
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399

EXHIBIT # 4
PAGE # 3-5

Checks or money orders should be made payable to the Florida Gaming Control Commission or FGCC. **Return the missing document and/or information to the address provided above, attention Office of Operations.** If you have any questions please call 850.488.3211.

Thank you,

Cindy Ritter
Operations Analyst II

EXHIBIT # 4
PAGE # 4-5

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

October 25, 2022

Mr. Stephon Tyjuan Reed
2783 Spoonbill Trail
Orange Park, Florida 32073

RE: Application No. 70345, Entity 13351485
1012 - Cardroom Employee Occupational

Dear Mr. Reed:

We have received the additional information you submitted, however, we are still unable to complete the processing of your application. The item(s) checked below are either missing or require correction before the processing of your application can be completed:

- PMW-3195 - Request for Release of Information and Authorization to Release Information (form enclosed).

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 have an outstanding balance and would like to submit your payment by telephone, please call 850.488.3211.

If you fail to provide the Florida Gaming Control Commission with a complete application by March 2, 2023, 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 December 27, 2022.

Checks or money orders should be made payable to the Florida Gaming Control Commission or FGCC. **Return the missing document and/or information to the address provided above, attention Office of Operations.** If you have any questions please call 850.488.3211.

Thank you,

CR
Operations Analyst II

OFFICE OF OPERATIONS
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399

EXHIBIT # 4
PAGE # 5-5

2000

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Marc Taupier, Chief Attorney
Re: Anthony Mason Jr.; Case No. 2022-052463
Date: January 31, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to deny Anthony Mason Jr.'s ("Applicant") application for a Cardroom Employee Occupational License. Applicant submitted a complete application for a Cardroom Employee Occupational License on October 31, 2022, and applied for a waiver of his felony convictions. The Executive Director reviewed the file along with the waiver interview notes and declined to waive the felony convictions. Therefore, the Florida Gaming Control Commission should authorize the issuance of a Notice of Intent to Deny License.

Pertinent Facts

On October 31, 2022, Applicant submitted their application to the Division of Pari-Mutuel Wagering for a Cardroom Employee Occupational License. Upon review of the completed application, it appears that Applicant was convicted of several felony crimes in the states of Florida and New York. Specifically, the Applicant was convicted of the following:

- Assault Causing Injury to Person <7 Years Old in 2000;
- Attempted Assault Casing Injury to Person <7 Years Old in 2000; and
- Possession of a Firearm or Weapon by a Convicted Felon in 2007.

Applicant applied for a waiver of the felony convictions and a waiver interview was subsequently scheduled. On November 10, 2022, Applicant attended the waiver interview with the Division and a report was drafted of that interview which was submitted to the Executive Director of the Florida Gaming Control Commission for consideration. On December 20, 2022, the Executive Director declined to waive the felony convictions.

Relevant Law

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."

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 550.105(5)(c), Florida Statutes, provides in pertinent part that:

> "[i]f the applicant establishes that she or he is of good moral character, that she or he has been rehabilitated, and that the crime she or he was convicted of is not related to pari-mutuel wagering and is not a capital offense, the restrictions excluding offenders may be waived by the director of the commission."

Rule 61D-5.006(1), Florida Administrative Code, requires the applicant to submit Form DBPR PMW-3180, Request for Waiver, and schedule a waiver interview with the Office of Investigations. Failure to participate in a waiver interview or to disclose any pertinent information regarding criminal convictions shall result in a denial of the request for waiver.

Rule 61D-5.006(2), Florida Administrative Code, provides that "[t]he applicant shall establish proof of rehabilitation and demonstrate good moral character."

Staff Recommendation: Because the Applicant's disqualifying criminal convictions were not waived, the Florida Gaming Control Commission may deny or declare Applicant ineligible for any license. Accordingly, the Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission authorize the issuance of a Notice of Intent to Deny License in this matter.

State of Florida
Department of Business and Professional Regulation
Chronology Report

Case #: 2022052463 **Incident date:** 10/06/2022 **Status:** 106 - Sent to Directors office

Lic Type: 1012 **Disposition:**

Case Type: Complaint

Responsible: ltrombetta - TROMBETTA, LOUIS

Complainant: DIVISION OF PARI-MUTUEL WAGERING

1400 W COMMERCIAL BLVD, STE 165, FORT LAUDERDALE, FL 33309

Respondent: MASON, ANTHONY JR

4452 CRESTED BUTTE COURT, JACKSONVILLE, FL 32210

Summary: 145-Jacksonville Kennel Club, Inc. ------- / ---------- . 90-DAY DEADLINE: January 30, 2023 -------- / - ------- . 11/10/2022 - Waiver interview conducted

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
11/01/2022	A	10	15	Assigned to Investigator	cwtaylor	MASON, ANTHONY JR
11/10/2022	A	10	50	Interview Respondent		MASON, ANTHONY JR
11/21/2022	A	79	70	Sent to Director for Review	ddonaldson	MASON, ANTHONY JR
11/08/2022	A	79	435	Telephone		MASON, ANTHONY JR
11/01/2022	A	79	440	Incoming Correspondence	lmuniz	MASON, ANTHONY JR
11/21/2022	R		ddonaldson	DONALDSON, DAVID	lmuniz	

State of Florida

Department of Business and Professional Regulation

Chronology Report

Chronology:	Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
	11/22/2022	R		ltrombetta	TROMBETTA, LOUIS	ddonaldson	
	11/01/2022	R		cwtaylor	TAYLOR, CHARLES W	lmuniz	
	11/21/2022	S	1012	90	Closed	lmuniz	
	11/21/2022	S	1012	104	Sent to Licensing Section	lmuniz	
	11/22/2022	S	1012	106	Sent to Directors office	ddonaldson	
	11/01/2022	S	1012	20	Under Investigation	lmuniz	
	11/01/2022	S	1012	10	Initial Review	lmuniz	

Allegation:	Code	Description
	WAVR	Waiver of Crim. Conv. or Other Offenses

2005

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: **lmuniz**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1012 - Cardroom Employee Occupational**			Status	**104 Sent to Licensing Section**	Status Date	**11/21/2022**
Complaint #	**2022052463**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**MASON, ANTHONY JR**	Responsible	**cwtaylor - TAYLOR, CHARLES W**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**	☐ Parties	☑ Activities
Form	**WALK - Walk-in**	Priority		☑ Allegations	☐ Discipline
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**	☐ Violations	☐ Compliance
Security	**STND - Standard**	Incident	**10/06/2022**	☐ Related	☑ Disposition
Region	**NR - Northern Region**	Received	**11/01/2022**	☐ Inspection	
Reference				☐ Costs	
Entered	**11/01/2022**	Entered By	**lmuniz**	☐ Time Tracking	Auto Assign
Summary	**145-Jacksonville Kennel Club, Inc. ------- / ---------- . 90-DAY DEADLINE: January 30, 2023 --------- / -------- . 11/10/2022 - Waiver interview conducted**			☐ Attachments	History
				☐ Work Notes	Print Report
Updated	**11/21/2022 14:36:28**	By	**lmuniz**		

Change | Save | OK | Cancel | Back

Get Adobe Reader.

ROUTING SLIP
REQUEST FOR WAIVER

RE: MASON, ANTHONY A. JR – 13330281 (APPLICANT'S NAME – LICENSE #)

Case No: 2022 05 2463

1012 – Dealer (Occupation Code and Job Title)

145 – Jacksonville Best Bet (Facility (d/b/a name))

90-DAY RESPONSE DEADLINE: JANUARY 30, 2023 (DATE)

Investigations Section: Reviewed by Steve Kogan _____ November 21, 2022 (Initial & Date)

The attached "Request for Waiver" file has been reviewed for completeness and accuracy, and has been forwarded to the Licensing Section.

Licensing Section: Reviewed by: DD 11/22/2022 (Initial & Date) _____ Ricks 11/30/22 (Initial & Date)

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any gaming or racing jurisdiction?

[ ] Yes or [✓] No If yes, in what jurisdiction? _____

Executive Director: LT 2/20/22 (Initial & Date)

[ ] Prepare Waiver or [✓] Prepare File for Commission Review

Comments: _____

Investigative Findings:

October 12, 1998	NYC Housing Authority Intelligence, NY – Assault - Injury to person <7 years and Attempted Assault - Injury to person <7years – Felonies – Pled Guilty – Convicted on September 28, 2000 - 5 years' probation and fine of $1000. - All fines paid in full.
January 24, 2007	Jacksonville Sheriff's Office, FL - Possession of a Firearm or Weapon by a Convicted Felon – Felony – Pled Guilty – Convicted on March 12, 2007 - 6 Months Duval County Jail with credit for 6 days served and Fined $434 - Comprehensive Case Information System (CCIS) indicates that MASON has a balance due of $431 in fines.

lem

*Please attach Routing Slip to front of case file

(g) The division 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.

CONTINUATION

CRIMINAL HISTORY

Arrest 1					
Date of Arrest: 10/12/1998		**Arresting Agency:** NYC Housing Authority Intelligence, NY			
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Assault cause injury to person <7 years	Felony	Guilty	Adj. Guilty	09/28/2000
2	Attempted Assault cause Injury to person <7years	Felony	Guilty	Adj. Guilty	09/28/2000
3					
4					

SENTENCE
5 years' probation and fined of $1000.

Additional Information: Fines paid in full.

Arrest 2					
Date of Arrest: 01/24/2007		**Arresting Agency:** Jacksonville Sheriff's Office, FL			
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1	Possession of a Firearm or Weapon by a Convicted Felon	Felony	Guilty	Adj. Guilty	03/12/2007
2					
3					
4					

SENTENCE
6 Months Duval County Jail with credit for 6 days served. Fines totaling $434.

Additional Information: Comprehensive Case Information System (CCIS) indicates that **MASON** has a balance due of $431 in fines.

CONTINUATION

CRIMINAL HISTORY

Arrest 3					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

Arrest 4					
Date of Arrest:	**Arresting Agency:**				
OFFENSE					
		CLASSIFICATION	**PLEA**	**DISPOSITION**	**CONVICTION DATE**
1					
2					
3					
4					

SENTENCE

Additional Information:

ADDITIONAL LICENSES

	YES	NO
Has the Applicant ever possessed a Florida Pari-Mutuel Occupational License?		X
Does the Applicant possess an Occupational License from other jurisdictions?		X

1. License Type:			
Date Licensed:	Expiration Date:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

2. License Type:			
Date Licensed:	Expiration Date:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

3. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

4. License Type:			
Date Licensed:	Expiration Dated:	License #:	Agency or Jurisdiction:

	YES	NO
Has License ever been suspended or revoked?		
Was any derogatory information received?		
Additional Comments:		

WAIVER INTERVIEW

	YES	NO
Was a Waiver Interview Conducted?	X	

Date of Interview:	Location of Interview:
November 10, 2022	Office at Best Bet Orange Park

	YES	NO
Was the applicant cooperative?	X	

Additional Comments: **MASON** listed a 1999 offense for Felony Grand Theft Auto on his amended application and that offense was amended to a Misdemeanor Unauthorized Temporary Use of a Motor Vehicle.

SUMMARY OF INTERVIEW:

During his interview, Mr. **MASON** explained his felony conviction for possession of a firearm by a convicted felon by stating that he was driving his truck which he had loaned to his girlfriend earlier in the day when he was pulled over for a driving violation. During the traffic stop, police found the firearm in the vehicle, and he was arrested and charged. **MASON** stated that the gun belonged to his girlfriend, who left the gun in his truck earlier.

MASON stated that his New York conviction happened when he was young and hanging out with friends smoking weed, and all he remembers is waking up in handcuffs. He said that he believed the weed might have been laced with something. He stated he did not remember the incident and could not provide any details.

MASON concluded the interview by stating that he is anxious to get his Florida license because he deals for a company (Southeast Hold'em) that provides dealers for poker leagues that play on a circuit in several states and requires him to have a Florida license.

CONCLUSION:

A check of the Association of Racing Commissioners International (ARCI) database showed no rulings against **MASON. (EXHIBIT #4)**

Case Status: Investigations case closed and case forwarded to Licensing.

CONTINUATION

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III. EXHIBITS

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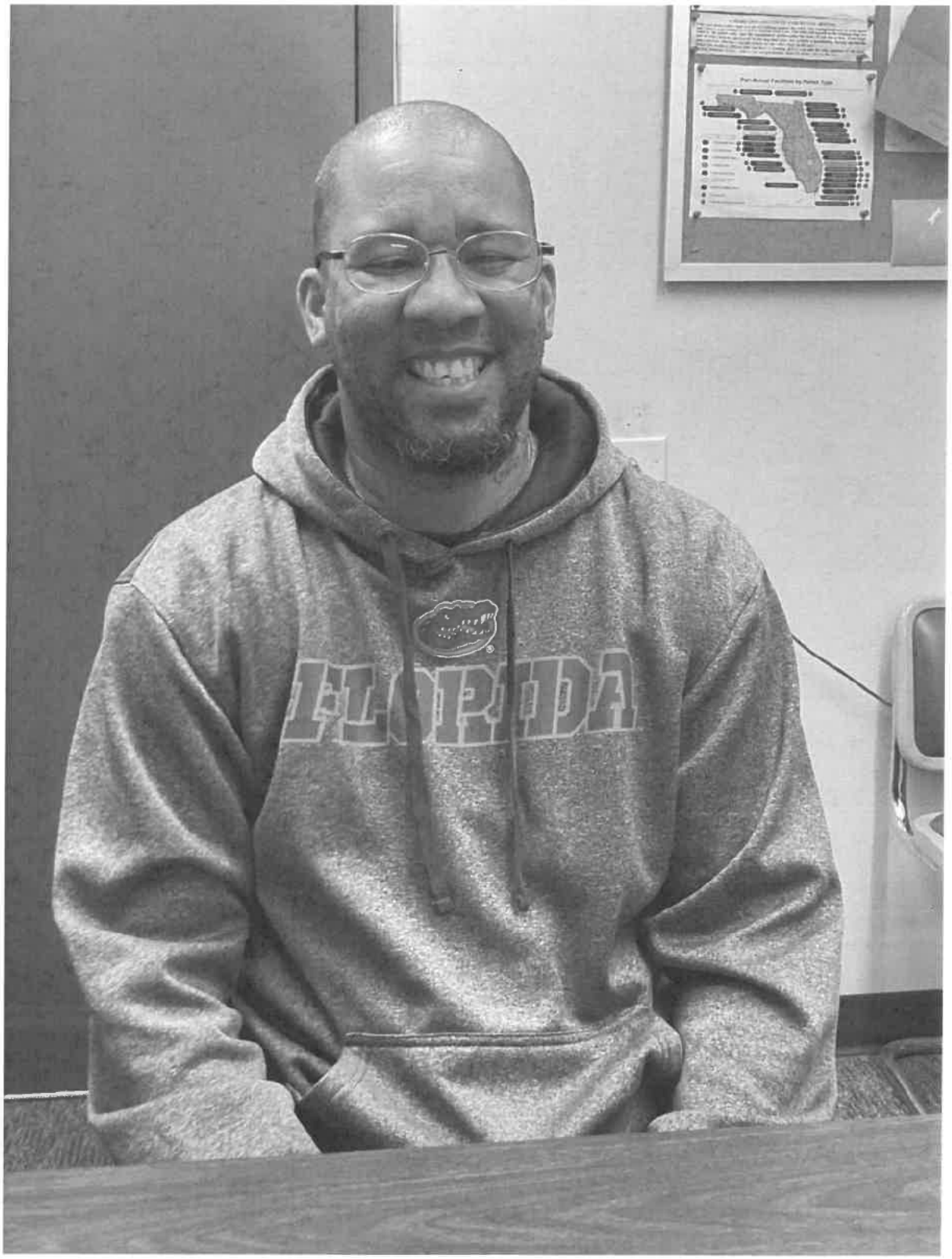

EXHIBIT #1
Page 1 of 10

DBPR On-Line Services

If you need to mail additional information to DBPR please include this coversheet.

License Type:	**Cardroom Employee Occupational**
Application Type:	**Cardroom Employee Occupational License**
File Number:	**14171**
Application Number:	**70159**
License Number:	
Application Date:	**09/12/2022 (mm/dd/yyyy)**
Last Name:	**Mason**
First Name:	**Anthony**
Middle Name:	

Mail To:
Department of Business and Professional Regulation
Central Intake Unit
2601 Blair Stone Road
Tallahassee, FL 32399-0783

If you have any questions please call our Customer Contact Center at 850-487-1395.

EXHIBIT #1
Page 3 of 10

Pari-Mutuel Facility Where Employed and/or Doing Business With:	**Jacksonville KC**

Prior Name Questions

Have you used, been known as, or called by another name (example - maiden name, pseudonym, nickname) or alias other than the one you provided for this application?	**No**

Cardroom Access

Does your position require access to the Cardroom?	**Yes**

Track Management

Are you a Supervisor, Manager, or Shareholder of a business with a pari-mutuel permit?	**No**

Prior License

Is this your first time applying for a racing/gaming license in Florida?	**Yes**

Criminal History Background Questions

Have you ever been convicted of, or had adjudication 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?	**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?	**Yes**

Criminal History Background Details

Date of Disposition	**02/09/2007 (mm/dd/yyyy)**
County	**Duval**
State	**Florida**
Offense	**Carrying a licensed firearm without use of content**
Misdemeanor or Felony?	**Felony**
Sentence	**Four months in county jail**

Racing/Gaming License Background Question

Have you ever had a racing or gaming license revoked or denied in this or any other state or country?	**No**
Is any racing or gaming license you hold currently suspended or subject to other discipline, such as an unpaid fine?	**No**

Attachments

Fees

Fingerprint Fee	**$37.25**

LiveScanReduce	**$-37.25**
3 year License	**$100.00**
Total Amount Due:	**$100.00**

By submission of this application you affirmed the following: 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 written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license. I understand that an electronic affirmation shall have the same force and effect as a written signature.

EXHIBIT #1
Page 6 of 10

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES IF NECESSARY)

☐ Yes ☑ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
10/12/1998	Bronx	NY	Assault / Under Influence	Felony	5yrs probation
03/29/1999	Clay	FL	Grand Theft Auto	Felony	2wks Time served Misdemeanor Joy Riding
01/24/2001 / 08/23/2010	Duval	FL	Possession of firearms / Driving w/ suspended lic	Felony / Misdem	4 mos in County Jail for 2001 charge Pay fine
02/20/2018	Camden	GA	Driving w/ suspended license	Misdemeanor	Pay fine none

☐ 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.
☐ 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 the offense and discipline.

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, 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 1998 (Welfare Reform Act), 104 Pub.L. 193, Sec. 317.

I hereby authorize the Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Signature of Applicant

9·28·2022
Date

EXHIBIT #1
Page 8 of 10

RECEIVED

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☑ No — Have you ever been convicted of, or had adjudication 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?

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DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
10/12/1998	Bronx	NY	Assault / Under the Influence	Felony	5 yrs probation
03/29/1999	Clay	FL	Grand Theft Auto	Felony / Misde	Time served grouped to misc.
01/24/2007 + 08/23/2018	Duval	FL	Possession of Firearm Driving w/ Suspended Lic.	Felony / Misde	4 mos. County Jail / Fine (paid)
02/20/2018	Camden	GA	Driving w/ Suspended Licence	Misdemeanor	Paid fine

☐ 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.

☐ 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 the offense and discipline.

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, 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 Department of Business and Professional Regulation, 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 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.

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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.

Signature of Applicant

10-6-22
Date

Florida Gaming Control Commission

Licensing Administrator Review – PMW Occupational License

RE: **MASON, ANTHONY JR– E# 13330281** **Case No:** 2022052463

(APPLICANT'S NAME– LICENSE #)

INITIAL APPLICATION RECEIVED:	9/12/2022
COMPLETE APPLICATION RECEIVED:	10/31/2022
90-DAY DEADLINE:	**1/29/2023**

Miriam Achens	**910 - TLH Licensing**	**DEAL – Dealer / 1012**
Application Processor	**Facility (d/b/a name)**	**Occupation/Job Title/ Lic Type**

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 : 3 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
01/24/2007	Duval County, FL	Case 162007CF002165AXXXMA -Possession of a firearm or weapon by a convicted felon	F2	Adj. Guilty
10/12/1998	Bronx County, NY	Case 7091-98 -Attempted Assault causes injury Person <7 years.	F	Guilty/Convicted
		-Assault causes injury Person <7 years.	F	Guilty/Convicted

Disposition Unknown

- ☐ Felony Arrest(s) :
- ☐ Misdemeanor Arrest – Industry Related/Gambling Related/Bookmaking
- ☐ Animal Cruelty

Enforcement/Jurisdiction Offenses

- ☐ Currently under Suspension, Declared Ineligible, Ruled Off, Revoked, Denied, Ejected, Unpaid Fine, in this or any other racing jurisdiction

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**

Forward to ☑ **Investigations** ☐ **Legal** ☐ **Director** Initials: 11/1/22

Comments:

Licenses

Licensee Search

Page 1 of 1. 0 total matches.

Search Parameters
Govt. Number: [redacted]
Date of Birth:
First Name:
Middle Name:
Last Name: Mason
Sex:
Commission:
License Type:

Master ID	Last Name	First Name	Middle Name	SSN/Federal ID	Rulings	Birth Date	City	State

Admin Licensees Rulings Horse Tracking Bulletin Board Preferences Log Off

DD 11/22/2022

Date	Time	Type	Location	Courtroom	Cancelled
3/8/2007	9:00 AM	PASSED FOR PRETRIAL	330 E BAY ST (CIRCUIT)	5	
3/12/2007	9:00 AM	SENTENCE DEFERRED	330 E BAY ST (CIRCUIT)	5	

Dockets

Line / Document	Count	Effective Entered	Description	Pages	Image
1	--	1/24/2007 2/14/2007	OFFICER - 007834 MARK FLORES		
2 D2	--	1/25/2007 2/14/2007	ARREST & BOOKING REPORT 070032017	8	Available VOR, Ready to view
3	--	1/25/2007 2/14/2007	ARREST DATE: 01/24/07		
4	--	1/25/2007 2/14/2007	APPLICATION FOR PUB. DEF. AND AFFIDAV. OF INSOLVENCY		
5	--	1/25/2007 2/14/2007	ORDER DETERM. ELIGIBILITY FOR COURT APPOINTED COUNSEL		
6 D6	--	1/25/2007 2/14/2007	DEFENDANTS CLAIM OF RIGHTS	1	Available Public access
7	--	1/25/2007 2/14/2007	FINDING OF PROBABLE CAUSE ,		
8	--	1/25/2007 2/14/2007	MOTION ON BOND		
9	--	1/25/2007 2/14/2007	BOND - AMOUNT ALL OTHERS, COMPANY 7503.00		
10	--	1/25/2007 2/14/2007	PD APP FEE IMPOSED 40.00		
11 D11	--	2/14/2007 2/14/2007	INFO FILED FOR POSS FA / WPN	2	Available VOR, Ready to view
12	--	2/14/2007 2/14/2007	TRAFFIC: DRIVE LIC S/R 32234(2)(A) S 005824 EJI2		
13	--	2/14/2007 2/14/2007	TRAFFIC: OPEN CONTAINER 3161936(2) S 005825 EJI3		
14	--	2/14/2007 2/14/2007	DROPPED		
15	--	2/14/2007 2/14/2007	BLANKET BOND SET AT 7503.00		
16	--	2/14/2007 2/14/2007	ARRAIGNMENT DATE 02/15/2007 5 09:00 00		
17	--	2/15/2007 2/16/2007	ASST. STATE ATTY. BOSTON, KEN		
18	--	2/15/2007 2/16/2007	ASST. PUB. DEF. LITTELL, K.		
19	--	2/15/2007 2/16/2007	DEF. PRESENT		
20 D20	--	2/15/2007 2/16/2007	STATE'S DISCOVERY EXHIBIT &	2	Must Register View on request
21	--	2/15/2007 2/16/2007	DEMAND FOR RECIPROCAL DISCOVERY		
22	--	2/15/2007 2/16/2007	DEF. W/READING OF INFO & PLEAD NG		
23	--	2/15/2007 2/16/2007	PASSED FOR PRETRIAL 03/01/2007 5 09:00 00		

Line / Document	Count	Effective Entered	Description	Pages	Image
24 D24	--	2/16/2007 2/20/2007	MOT. FOR STATEMENT OF PARTICULARS	1	Must Register View on request
25 D25	--	2/16/2007 2/20/2007	NOTICE OF DISCOVERY	1	Must Register View on request
26	--	2/16/2007 2/20/2007	AND SPECIFIC DEMAND FOR		
27	--	2/16/2007 2/20/2007	INFORMATION		
28	--	3/1/2007 3/2/2007	ASST. STATE ATTY. BOSTON, KEN		
29	--	3/1/2007 3/2/2007	ASST. PUB. DEF. LITTELL, K.		
30	--	3/1/2007 3/2/2007	DEF. PRESENT		
31 D31	--	3/1/2007 3/2/2007	NOTICE OF TAKING DEPOSITION	1	Must Register View on request
32	--	3/1/2007 3/2/2007	PASSED FOR PRETRIAL 03/08/2007 5 09:00 00		
33	--	3/1/2007 3/2/2007	PRAE, FOR WITNESS SUBPOENA- S		
34	--	3/8/2007 3/9/2007	ASST. STATE ATTY. BOSTON, KEN		
35	--	3/8/2007 3/9/2007	ASST. PUB. DEF. LITTELL, K.		
36	--	3/8/2007 3/9/2007	DEF. PRESENT		
37 D37	--	3/8/2007 3/9/2007	DEF. PERMITTED TO W/D PLEA OF NOT GUILTY AND PLEA GUILTY	2	Must Register View on request
38	--	3/8/2007 3/9/2007	ACKNOWLEDGE. OF RIGHTS & VOLUNTARINESS OF ENTRY OF PLEA		
39	--	3/8/2007 3/9/2007	SENTENCE DEFERRED 03/12/2007 5 09:00 00		
40	--	3/12/2007 3/13/2007	ASST. STATE ATTY. BOSTON, KEN		
41	--	3/12/2007 3/13/2007	ASST. PUB. DEF. LITTELL, K.		
42	--	3/12/2007 3/13/2007	DEF. PRESENT		
43	--	3/12/2007 3/13/2007	DEF. ADJUDGED GUILTY - FINGERPRINTS TAKEN		
44 D44	--	3/12/2007 3/13/2007	JUDGEMENT AND SENTENCE TO COUNTY JAIL FOR 6 MONTHS	5	Available Public access
45	--	3/12/2007 3/13/2007	WITH 6 DAYS JAIL CREDIT		
46	--	3/12/2007 3/13/2007	NOLLE PROSEQUI 30		
47	--	3/12/2007 3/13/2007	FINAL JUDGEMENT DETERMINATING ATTY. FEES & COSTS		
48 D48	--	3/12/2007 3/13/2007	ORDER DENYING RESTITUTION	1	Available Public access

Line / Document	Count	Effective Entered	Description	Pages	Image
49 D49	--	3/12/2007 3/13/2007	SENTENCING GUIDELINES	2	Must Register View on request
50	--	3/12/2007 3/13/2007	COMMITMENT TO COUNTY JAIL		
51	--	3/12/2007 3/13/2007	L E E A IMPOSED 3.00		
52	--	3/12/2007 3/13/2007	F/M COSTS IMPOSED 50.00		
53	--	3/12/2007 3/13/2007	LGTF IMPOSED 200.00		
54	--	3/12/2007 3/13/2007	PUB DEF IMPOSED 50.00		
55	--	3/12/2007 3/13/2007	AACC IMPOSED 65.00		
56	--	3/12/2007 3/13/2007	CSTF IMPOSED 20.00		
57	--	3/12/2007 3/13/2007	TNC IMPOSED 3.00		
58	--	3/14/2007 3/14/2007	JS SENT TO RECORDING		
59	--	6/6/2013 6/6/2013	TRIAL ASSISTANT STATE ATTORNEY CHANGED TO Boston, Kenneth Oliver PER SAO		
61 D61	--	2/5/2016 2/5/2016	CASE FEES PAID: $3.00 ON RECEIPT NUMBER 2588412	1	Available Public access

DD 11/22/2022

S.A. CASE NO.: 07CF010281AD

STATE OF FLORIDA

vs.

ANTHONY A. MASON

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

Fall Term, in the year two thousand six

CLERK NO.: 16-2007 CF 002165

DIVISION: CRB

INFORMATION FOR:

1) POSSESSION OF A FIREARM BY A CONVICTED FELON
2) DRIVING WHILE LICENSE SUSPENDED OR REVOKED

IN THE NAME OF AND BY AUTHORITY OF THE STATE OF FLORIDA, HARRY L. SHORSTEIN, State Attorney for the Fourth Judicial Circuit of the State of Florida, in and for Duval County, charges that:

COUNT 1

ANTHONY A. MASON on January 24, 2007, in the County of Duval and the State of Florida, did own or have in his care, custody, possession or control a firearm, to-wit: pistol, having been convicted of an offense in another state, territory, or country punishable by imprisonment for a term exceeding one (1) year, to-wit: Second Degree Assault Causing Injury, in the Supreme Court for Bronx County, New York, on September 28, 2000, contrary to the provisions of Section 790.23(1)(a), Florida Statutes.

COUNT 2

ANTHONY A. MASON on January 24, 2007, in the County of Duval and the State of Florida, did then and there drive a motor vehicle upon the highways of this State while his driver's license or driving privilege was cancelled, suspended, or revoked, and knowing of such cancellation, suspension or revocation, contrary to the provisions of Section 322.34(2)(a), Florida Statutes.

HARRY L. SHORSTEIN, STATE ATTORNEY
FOURTH JUDICIAL CIRCUIT

By: _____
Assistant State Attorney
Fourth Judicial Circuit of Florida, in and for Duval County

STATE OF FLORIDA)
COUNTY OF DUVAL)

Personally appeared before me, _____, Assistant State Attorney, for the Fourth Judicial Circuit of the State of Florida, in and for Duval County, who is personally known to me, and who being first duly sworn, says that the allegations as set forth in the foregoing information are based upon facts that have been sworn to as true, and which, if true, would constitute the offense therein charged, and that this prosecution is instituted in good faith, and hereby certifies that testimony under oath has been received from the material witness(es) for the offense.

Sworn to and subscribed before me this 13 day of February, 2007.

Robin T. Wallace
Commission # DD595245
Expires January 9, 2011
Bonded Troy Fain Insurance, Inc 800-385-7019

By: _____

JIM FULLER, Clerk of the Circuit Court, Fourth Judicial Circuit of Florida, In and For Duval County, and Clerk of the County Court, In and For Duval County, Florida.

FILED THIS FEB 14 2007

BY DEPUTY CLERK: _____

Dkt 2007-003201
Ext. S
Race Black
SSN [redacted]

AD February 15, 2007
S/W _____
Sex Male

DOB 04/27/1980

EXHIBIT #2
PAGE 6-14

MCL NO.(S): S790.23(1)(a), F2; S322.34(2)(a), M2

In the Circuit Court, Fourth Judicial Circuit,
in and for Duval County, Florida

1

Division . CR-B

Case Number 16-2007-CF- 2165-AXXX-MA

_____ Probation Violator
_____ Community Control Violator
_____ Retrial
_____ Resentence

FILED
MAR 1 2 2007
CLERK CIRCUIT COURT

State of Florida
v ANTHONY A. MASON
Defendant

JUDGMENT

The defendant, ANTHONY A. MASON, being personally before this court represented by PD K Littell, the attorney of record, and the state represented by K. Bostom, and having

___ been tried and found guilty by jury/by court of the following crime(s)
✓ entered a plea of guilty to the following crime(s)
___ entered a plea of nolo contendere to the following crime(s)

Count	Crime	Offense Statute Number(s)	Degree of Crime	Case Number	OBTS Number
1	Possession Of A Firearm by A Convicted Felon	790.23(1)(a)	2F		

Doc # 2007093650, OR BK 13077 Page 0543, Number Pages: 5
Filed & Recorded 03/21/2007 at 09:08 AM,
JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY

✓ and no cause being shown why the defendant should not be adjudicated guilty, IT IS ORDERED that the defendant is hereby ADJUDICATED GUILTY of the above crime(s).

___ and having been convicted or found guilty of, or having entered a plea of nolo contendere or guilty, regardless of adjudication, to attempts or offenses relating to sexual battery (ch. 794), lewd and lascivious conduct (ch. 800), or murder (s. 782.04), aggravated battery (s. 784.045), burglary (s. 810.02), carjacking (s. 812.133), home invasion robbery (s. 812.135), robbery (s. 812.13), or robbery by sudden snatching (s. 812.131), chapter 787 kidnapping, false imprisonment, luring or enticing a child, and interference with custody; or any other offense specified in section 943.325, the defendant shall be required to submit blood specimens or other approved biological specimens.

___ and good cause being shown; IT IS ORDERED THAT ADJUDICATION OF GUILT BE WITHHELD.

Form CCFM0A

EXHIBIT #2
PAGE 8-14

STATE OF FLORIDA
v

ANTHONY A. MASON

Defendant

In the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida
Division CR-B
Case Number 16-2007-CF- 2165-AXXX-MA

CHARGES/COSTS/FEES

The defendant is hereby ordered to pay the following sums if checked:

- ✓ $50.00 pursuant to section 938.03, Florida Statutes (Crimes Compensation Trust Fund).
- ✓ $5.00 as a court cost pursuant to section 938.01(1), Florida Statutes (Additional Court Cost Clearing Trust Fund).
- ___ $2.00 as a court cost pursuant to section 938.15, Florida Statutes (Criminal Justice Education by Municipalities and Counties).
- ___ A fine in the sum of $ _____ pursuant to section 775.0835, Florida Statutes. (This provision refers to the optional fine for the Crimes Compensation Trust Fund and is not applicable unless checked and completed. Fines imposed as a part of a sentence to section 775.083, Florida Statutes are to be recorded on the sentence page(s).)
- ___ $20.00 pursuant to section 938.09, Florida Statutes (Handicapped and Elderly Security Assistance Trust Fund).
- ___ A 10% surcharge in the sum of $ _____ pursuant to section 938.11, Florida Statutes (Handicapped and Elderly Security Assistance Trust Fund).
- ___ A sum of $ _____ pursuant to section 938.27, Florida Statutes (Prosecution/Investigative Costs).
- ✓ A sum of $ 90.00 pursuant to section 938.29, Florida Statutes (Public Defender Fees).
- ___ $15.00 pursuant to 938.13, Florida Statutes, Misd. convictions involving drugs or alcohol.
- ✓ $200.00 pursuant to section 938.05, Florida Statutes (Local Government Criminal Justice Trust Fund).
- ___ A sum of $ _____ pursuant to 938.04, Florida Statutes (additional cost - 5% of fine).
- ___ $135.00 pursuant to section 938.07, Florida Statutes (EMS - DUI cases).
- ___ $100.00 pursuant to section 938.25, Florida Statutes, (FDLE Operating Trust Fund).
- ___ A sum of $ _____ pursuant to 938.23, Florida Statutes, (Grants For Alcohol & Other Drug Abuse Program - Drug Abuse Trust Fund).
- ___ A sum of $ _____ pursuant to 939.18, Florida Statutes, (Assessment of Additional Court Costs for Court Facilities - not to exceed $150.00.
- ___ Restitution in accordance with attached order.
- ✓ A sum of $20 pursuant to 938.06, Florida Statutes, (Assessment of Additional Court Costs for Crime Stoppers Trust Fund - not to exceed $500.00.
- ✓ A sum of $3.00 pursuant to 938.19, Florida Statutes, (Assessment of Additional Court Costs - Duval County Teen Court Trust Fund).
- ___ A sum of $ _____ pursuant to 318.18(13), Florida Statute, and COJ Ordinance Code 634.102(e), (Court House Trust Fund).
- ___ A sum of $201.00 (Domestic Battery surcharge)
- ___ A sum of $151.00 pursuant to 938.085, Florida Statutes (Rape Crisis Trust Fund).
- ✓ A sum of $ 65.00 pursuant to 939.185, Florida Statutes, (Assessment of Additional Court Costs to be used for innovations, legal aid, law library, teen court programs - not to exceed $65.00).
- ___ Other _____

DONE AND ORDERED in open court in Jacksonville, Duval County, Florida, this 12th day of March, 2007.

Judge

EXHIBIT #2
PAGE 10-14

Form CCFM0B

Defendant ANTHONY A. MASON Case Number 16-2007-CF- 2165-AXXX-MA OBTS Number 1602100144

SENTENCE

(As to Count 1)

The defendant, being personally before this court, accompanied by the defendant's attorney of record Pd K Littell , and having been adjudicated guilty herein, and the court having given the defendant an opportunity to be heard and to offer matters in mitigation of sentence, and to show cause why the defendant should not be sentenced as provided by law, and no cause being shown.

(Check one if applicable.)

___ and the court having on _____ (date) deferred imposition of sentence until this date.

___ and the court having previously entered a judgment in this case on _____ (date) now resentences the defendant

___ and the court having placed the defendant on probation/community control and having subsequently revoked the defendant's probation/community control.

It Is The Sentence Of The Court That:

___ The defendant pay a fine of $ _____, pursuant to section 775.083, Florida Statutes plus $ _____ as the 5% surcharge required by 938.04, Florida Statutes.

___ The defendant is hereby committed to the custody of the Department of Corrections.

✓ The defendant is hereby committed to the custody of the Sheriff of Duval County, Florida.

___ The defendant is sentenced as a youthful offender in accordance with section 958.04, Florida Statutes.

To be Imprisoned (Check one; unmarked sections are inapplicable):

___ For a term of natural life.

✓ For a term of 6 mos .

___ Said SENTENCE SUSPENDED for a period of _____ subject to conditions set forth in this order.

If "split" sentence, complete the appropriate paragraph.

___ Followed by a period of _____ on probation/community control under the supervision of the Department of Corrections according to the terms and conditions of supervision set forth in a separate order entered herein.

___ However, after serving a period of _____ imprisonment in _____, the balance of the sentence shall be suspended and the defendant shall be placed on probation/community control for a period of _____ under supervision of the Department of Corrections according to the terms and conditions of probation/community control set forth in a separate order entered herein.

In the event the defendant is ordered to serve additional split sentences, all incarceration portions shall be satisfied before the defendant begins service of the supervision terms.

OTHER PROVISIONS

Retention of Jurisdiction ___ The court retains jurisdiction over the defendant pursuant to section 947.16(4), Florida Statutes.

Jail Credit ✓ It is further ordered that the defendant shall be allowed a total of 6 days as credit for time incarcerated before imposition of this sentence.

Prison Credit ___ It is further ordered that the defendant be allowed credit for all time previously served on this count in the Department of Corrections prior to resentencing.

Consecutive/ Concurrent As To Other Counts ___ It is further ordered that the sentence imposed for this count shall run (check one) ___ consecutive to ___ concurrent with the sentence set forth in count _____ of this case.

EXHIBIT #2
PAGE 11-14

Defendant ANTHONY A. MASON Case Number 16-2007-CF- 2165-AXXX-MA

OTHER PROVISIONS

Consecutive/ Concurrent As To Other Convictions

____ It is further ordered that the composite term of all sentences imposed for the counts specified in this order shall run (check one) ____ consecutive to ____ concurrent with the following: (check one)

____ any active sentence being served.

____ specific sentences: _____

In the event the above sentence is to the Department of Corrections, the Sheriff of Duval County, Florida, is hereby ordered and directed to deliver the defendant to the Department of Corrections at the facility designated by the department together with a copy of this judgment and sentence and any other documents specified by Florida Statute.

The defendant in open court was advised of the right to appeal from this sentence by filing notice of appeal within 30 days from this date with the clerk of this court and the defendant's right to the assistance of counsel in taking the appeal at the expense of the State on showing of indigency.

In imposing the above sentence, the court further recommends _____

DONE AND ORDERED in open court at Jacksonville, Duval County, Florida, this 12th day of March 2007.

Judge

EXHIBIT #2
PAGE 12-14

Form CCFM0E

S.A. CASE NO.: 07CF010281AD

IN THE COURT OF THE FOURTH JUDICIAL CIRCUIT, IN AND FOR DUVAL COUNTY, FLORIDA

CLERK NO.: 16 2007 CF 2165

DIVISION: CRB

STATE OF FLORIDA

vs.

ANTHONY A. MASON

FILED
MAR 1 2 2007
CLERK CIRCUIT COURT

ORDER DENYING RESTITUTION

Pursuant to Section 778.089(1)(a), Florida Statutes, restitution is not ordered in this case for the following reason:

[ ] Drug case (no identifiable victim)

[ ] Victim suffered no financial loss

[ ] VOP _____

[ ] VOP (all previously imposed restitution to remain in effect)

[X] Other: no victim _____

FILED IN COMPUTER J. B.

DONE AND ORDERED in the Circuit Court of the Fourth Judicial Circuit this 12th day of March, 2007.

Michael A. Watkins
CIRCUIT JUDGE

cc: Defense Attorney
State Attorney's Office
Department of Corrections

EXHIBIT #2
PAGE 13-14

PAR_ConVictInfoFrm_OrdDenyRestOrgs

Certificate #: U-000002230-F

BRONX SUPREME CRIMINAL COURT

265 East 161st Street, Bronx, NY 10451

FEE

Court ORI: NY062015J

The People of the State of New York
vs.
Anthony Mason

Certificate of Disposition
Docket Number: **IND-07091-98/001**
Legacy Docket Number: **7091-98**

Defendant DOB: **04/27/1980**

Arrest Date: **10/12/1998**

Arraignment Date: **12/02/1998**

THIS IS TO CERTIFY that the undersigned has examined the files of the **Bronx Supreme Criminal Court** concerning the above entitled matter and finds the following:

Number of Counts	Incident Date	Sentence Charge	Charge Description	Charge Weight	Conviction Type	Conviction Date	Sentence Highlight
1	10/12/1998	PL 120.05 09	Assit Caus Inj Person<7 Yrs	DF	Pled Guilty	09/28/2000	• Surcharge (MS ($155.00) - due 01/05/2005) • Probation (5 Years) • Fine ($1000.00 - due 01/05/2005)
1	10/12/1998	PL 110-120.05 09	Attempted Assit Caus Inj Person<7 Yrs	EF	Pled Guilty	09/28/2000	• Probation (5 Years)

All fines, fees & surcharges imposed at sentence are paid in full.

Charge Weight Key: I=Infraction; V=Violation; AM, BM=Class Misdemeanor; UM=Unclassified Misdemeanor; AF, BF, CF, DF, EF=Class Felony

Dated: **October 18, 2022**

Chief Clerk/Clerk of the Court

CAUTION: THIS DOCUMENT IS NOT OFFICIAL UNLESS EMBOSSED WITH THE COURT SEAL

Pursuant to Judiciary Law § 212.2(z), a certificate of disposition for the public contains only records of convictions, if any, and information about pending cases. All marijuana convictions under PL 221.05, PL 221.10, PL 221.15, PL 221.20, PL 221.35 or PL 221.40 —including any appearing on this certificate of disposition— are vacated, dismissed, sealed, and expunged. It is an unlawful discriminatory practice for any entity to make any inquiry about such an expunged conviction or to use such an expunged conviction adversely against an individual in any form of application or otherwise—unless specifically required or permitted to do so by statute. It shall be an unlawful discriminatory practice, unless specifically required or permitted by statute, for any person, agency, bureau, corporation or association, including the state and any political subdivision thereof, to make any inquiry about, whether in any form of application or otherwise, or to act upon adversely to the individual involved, any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by an order adjourning the criminal action in contemplation of dismissal, pursuant to section 170.55, 170.56, 210.46, 210.47, or 215.10 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law or by a conviction which is sealed pursuant to section 160.59 or 160.58 of the criminal procedure law, in connection with the licensing, housing, employment, including volunteer positions, or providing of credit or insurance to such individual; provided, further, that no person shall be required to divulge information pertaining to any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by an order adjourning the criminal action in contemplation of dismissal, pursuant to section 170.55 or 170.56, 210.46, 210.47 or 215.10 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 or 160.59 of the criminal procedure law. An individual required or requested to provide information in violation of this subdivision may respond as if the arrest, criminal accusation, or disposition of such arrest or criminal accusation did not occur. The provisions of this subdivision shall not apply to the licensing activities of governmental bodies in relation to the regulation of guns, firearms and other deadly weapons or in relation to an application for employment as a police officer or peace officer as those terms are defined in subdivisions thirty-three and thirty-four of section 1.20 of the criminal procedure law; provided further that the provisions of this subdivision shall not apply to an application for employment or membership in any law enforcement agency with respect to any arrest or criminal accusation which was followed by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 or 160.59 of the criminal procedure law. For purposes of this subdivision, an action which has been adjourned in contemplation of dismissal, pursuant to section 170.55 or 170.56, 210.46, 210.47 or 215.10 of the criminal procedure law, shall not be considered a pending action, unless the order to adjourn in contemplation of dismissal is revoked and the case is restored to the calendar for further prosecution. [Executive Law 296(16)]
Conviction charges may not be the same as the original arrest charges.

EXHIBIT #2
PAGE 14-14

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

September 13, 2022

Mr. Anthony Mason, Jr.
4452 Crested Butte Court
Jacksonville , Florida 32210

RE: Application No. 70159, Entity 13330281
1012 - Cardroom Employee Occupational

Dear Mr. Mason:

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:

- A fully completed PMW-3120 - Individual Occupational License Application form is required (form enclosed).
- Application is incomplete: Please correct the highlighted section(s). It appears that you have made errors and/or omissions on page 3 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:
  - Clay County, Florida Arrest - 03/29/1999
  - Duval County, Florida Arrest - 01/24/2007, 08/23/2010
  - Bronx County, New York Arrest - 10/12/1998
  - Camden County, Georgia Arrest - 2/20/2018

  You must provide the court disposition records for the following charges:
  - Clay County, Florida Arrest - 03/29/1999
  - Bronx County, New York Arrest - 10/12/1998

  Note: If you cannot obtain the requested court disposition 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.

- Any individual or business applicant may request a waiver of disqualifying factors in an application that would otherwise be grounds for denial. DBPR PMW 3180 - Request for Waiver and DBPR PMW-3195 - Request for Release of Information and Authorization to Release Information (forms enclosed). The Division will process a request for waiver upon receipt of a complete application.

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 have an outstanding balance and would like to submit your payment by telephone, please call 850.488.3211.

If you fail to provide the Florida Gaming Control Commission with a complete application by 2/14/2023, 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.

Checks or money orders should be made payable to the Florida Gaming Control Commission or FGCC. **Return the missing document and/or information to the address provided above, attention Office of Operations.** If you have any questions please call 850.488.3211.

Thank you,

Miriam Achens
Operations Analyst II

FLORIDA
GAMING CONTROL
COMMISSION

JOHN MACIVER, CHAIRMAN
MICHAEL YAWORSKY, VICE CHAIR
JULIE I. BROWN, COMMISSIONER
CHUCK DRAGO, COMMISSIONER
JOHN D'AQUILA, COMMISSIONER

October 5, 2022

Mr. Anthony Mason, Jr.
4452 Crested Butte Court
Jacksonville , Florida 32210

RE: Application No. 70159, Entity 13330281
1012 - Cardroom Employee Occupational

Dear Mr. Mason:

We have received the additional information you submitted, however, we are still unable to complete the processing of your application. The item(s) checked below is either missing or requires correction before the processing of your application can be completed:

- A fully completed PMW-3120 - Individual Occupational License Application form is required (form enclosed).

- Application is incomplete: Please correct the highlighted section(s). It appears that you have made errors and/or omissions on page 3 of the application. You must complete the sign the 'Affirmation Section'. **Please initial and date any changes made to your application.**

- Application is incomplete: Please correct the highlighted section(s). It appears that you have made errors and/or omissions on page 3 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 provide court disposition records. **Please initial and date any changes made to your application.**

  You must provide the court disposition records for the following charges:
  - Bronx County, New York Arrest - 10/12/1998

  Note: If you cannot obtain the requested court disposition 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.

- Any individual or business applicant may request a waiver of disqualifying factors in an application that would otherwise be grounds for denial. DBPR PMW 3180 - Request for Waiver and DBPR PMW-3195 - Request for Release of Information and Authorization to Release Information (forms enclosed). The Division will process a request for waiver upon receipt of a complete application.

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 have an outstanding balance and would like to submit your payment by telephone, please call 850.488.3211.

If you fail to provide the Florida Gaming Control Commission with a complete application by 2/14/2023, 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.

Checks or money orders should be made payable to the Florida Gaming Control Commission or FGCC. **Return the missing document and/or information to the address provided above, attention Office of Operations.** If you have any questions please call 850.488.3211.

Thank you,

MA/
Operations Analyst II

STATE OF FLORIDA
vs

IN THE COUNTY COURT OF CLAY COUNTY, FLORIDA
CASE NUMBER 99-1780 MM

ANTHONY ADVERSE MASON
Defendant

JUDGMENT AND SENTENCE

THIS INSTRUMENT IS IN THE COMPUTER

The Defendant ANTHONY ADVERSE MASON, being now before this Court, attended by his or her attorney, Public Defender, and having

____ been tried and found GUILTY of the crime of
____ entered a plea of GUILTY to the crime of
✓ entered a plea of NOLO CONTENDERE to the crime of

UNAUTHORIZED USE OF MOTOR VEHICLE

BT MAY 03 1999

JAMES B. JETT
CLERK OF CIRCUIT COURT
CLAY COUNTY, FLORIDA

99 APR 29 AM 11:4
CLERK OF COURT
CLAY COUNTY, FL

RECEIVED
JAMES B. JETT

and no cause being shown why the Defendant should not be adjudicated guilty, IT IS ORDERED THAT the Defendant is hereby ADJUDICATED GUILTY of the above crimes

or

✓ and good cause being shown; IT IS ORDERED THAT ADJUDICATION OF GUILT BE WITHHELD, and the Defendant being given the opportunity to be heard and to offer matters in mitigation of sentence, and to show cause why he or she should not be sentenced as provided by law and no cause being shown, it is the sentence of the Court that the Defendant

Salvation Army Probation x 6 months, special conditions: $143 costs + $10 court improvement fund prorated 5 months
25 hours community service prorated 5 months
Make Restitution to Arlington Auto Brokers
Court Reserves jurisdiction over Restitution
$100 Public Defender lien + $40 application fee prorated 5 months

The Defendant in open court was advised of his or her appellate rights and that any appeal must be made within 30 days from the date hereof. The Defendant was further advised that under certain circumstances, counsel may be appointed at the expense of the State to assist in taking the appeal. Done and Ordered in open court at Green Cove Springs, Florida, this 29 day of APRIL 1999.

Judge

FINGERPRINTS

1. R. Thumb	2. R. Index	3. R. Middle	4. R. Ring	5. R. Little
	99001780MMMA-0001			
1. L. Thumb	2. L. Index	3. L. Middle	4. L. Ring	5. L. Little

I HEREBY CERTIFY that the above and foregoing fingerprints on this Judgment and Sentence are the fingerprints of the defendant, _____, and that they were placed thereon by said defendant in my presence in Open Court this _____ day of _____, 19____. Fingerprints taken by:

Title

Judge

CTY-008-1298-15000-3

EXHIBIT #4
PAGE 6 of 6

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Marc Taupier, Chief Attorney
Re: Gilfredo E. Gonzalez; Case No. 2022-061179
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to deny Gilfredo E. Gonzalez's ("Applicant") application for a Pari-Mutuel Wagering Individual Occupational License. Applicant submitted a completed application for a Pari-Mutuel Wagering Individual Occupational License on December 6, 2022. Applicant was permanently excluded from all pari-mutuel facilities in the state of Florida in 2010. Therefore, the Florida Gaming Control Commission should authorize the issuance of a Notice of Intent to Deny License.

Pertinent Facts

On December 6, 2022, Applicant submitted their application to the Division of Pari-Mutuel Wagering for a Pari-Mutuel Wagering Individual Occupational License. Upon review of the completed application, it appears that in 2010 Applicant was permanently excluded from all pari-mutuel facilities in the state of Florida, pursuant to section 550.0251(6), Florida Statutes, in case number 2008-012886. Applicant's exclusion is based upon Applicant stealing poker chips and putting them into his tip box when he was employed at Gulfstream Park Racing & Casino as a poker dealer.

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 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."

Section 550.0251(6), Florida Statutes, provides in pertinent part 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 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."

Staff Recommendation: Because the Applicant has violated the provisions of chapter 550, Florida Statutes, the Commission may deny, or declare Applicant ineligible for any license. Accordingly, the Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission authorize the issuance of a Notice of Intent to Deny License in this matter.

Florida Gaming Control Commission

Licensing Administrator Review – PMW Occupational License

RE: **GONZALEZ, GILFREDO– E# 6143103** **Case No:** 2022061179

(APPLICANT'S NAME– LICENSE #)

INITIAL APPLICATION RECEIVED:	11/8/2022
COMPLETE APPLICATION RECEIVED:	12/6/2022
90-DAY DEADLINE:	**3/6/2023**

Miriam Achens	**325 - Calder Race Crs**	**ATRN - Asst. Trainer/1021**
Application Processor	**Facility (d/b/a name)**	**Occupation/Job Title/ Lic Type**

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
3/8/1996	Pinellas Co, FL	Obstruct w/o violence	M1	Adj. Whh.

Disposition Unknown

- ☐ Felony Arrest(s) :
- ☐ Misdemeanor Arrest – Industry Related/Gambling Related/Bookmaking
- ☐ Animal Cruelty

Enforcement/Jurisdiction Offenses

- ☒ Currently under Suspension, Declared Ineligible, Ruled Off, Revoked, Denied, Ejected, Unpaid Fine, in this or any other racing jurisdiction. - **PMW Case 2008012886**

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**

Forward to ☑ **Investigations** ☑ **Legal** ☐ **Director** Initials: 12/6/22

Comments: See Case 2008012886

SIGN & DATE

Previous App

RECEIVED
NOV 08 REC'D
BY: YB

E# 6143103

11-29-22

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☒ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE
4/22/1996	Pinellas	Fl	Oppose Officer	Misdemeanor	

RECEIVED
NOV 15 PM 3:13
FLORIDA GAMING CONTROL COMMISSION

☒ 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.
☒ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

Work in Poker Room at Gulfstream Park, I was let go for taking a $5.00 chip extra from my bank Very Embarrassing (2008 year) I regret

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Signature of Applicant

11-8-2022
Date

FLORIDA GAMING

RECEIVED

DBPR PMW-3120 – Individual Occupational License Application

RECEIVED
NOV 0 8 REC'D
BY: B

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
www.myfloridalicense.com

APPLICATION CHECKLIST – IMPORTANT – Submit all items on the checklist below to ensure faster processing.

ALL License Applicants Must Submit:

☑ Completed Form DBPR PMW-3120 – Print clearly and complete all sections that are not optional in black or blue ink.

☑ Additional Pages – If necessary to respond to any application questions. Tocmat 3195, 3180

☐ 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 DBPR.

- ☐ Pari-Mutuel General Occupational License - $15.00*
- ☑ Pari-Mutuel Professional Occupational License - $80.00*
- ☐ Cardroom Employee Occupational License - $100.00*

* does not include fingerprint fee

(1020) OPEN

☑ 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: FL920630Z.

  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:
Department of Business and Professional Regulation
Pari-Mutuel Wagering; Licensing Section
2601 Blair Stone Road, Tallahassee, Florida 32399-1037
Phone: 850.487.1395

2080

Previous App

RECEIVED
NOV 08 REC'D
BY: YB

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☒ No	Have you ever been convicted of, or had adjudication 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 must be submitted with this application and you must list the details in the chart provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE

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FLORIDA GAMING CONTROL COMMISSION

☒ 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.
☒ 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 the offense and discipline.

If you answered yes to any of the questions above, provide details here:

Work in Poker Room at Gulfstream Park, I was let go for taking a $5.00 chip extra from my bank Very Embarrassing (2008 year) I regret

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, 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 Department of Business and Professional Regulation, 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 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 Department of Business and Professional Regulation 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.

Signature of Applicant

Date 11-8-2013

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: ybotero

VR Home > Application Search > Display Alerts > Maintain License Modifiers - BASE_CLONE

Search Criteria | Results | Detail

Modifier Type	A - Alert
Modifier	ENFO - Enforcemt Alert
Effective	02/25/2009
Expires	.
Additional Info :	
Prompt	
Value	
Notes	See Case 2008 01 2888: Respondent was accused of stealing chips while employed as a card dealer at Gulfstream. A/C issued but could not be served because Respondent moved and left no forwarding address. Contact investigations prior to accepting a license application.
Updated	02/25/2009 09:21:51
By	jbarnes

Notes History | Change | Delete | Save | Cancel | < | >

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2022 NOV 15 PM 3:13
RECEIVED

State of Florida

Department of Business and Professional Regulation

Enforcement Search Listing

Rec Lic Type	Number	Entered	Source	Status	Incident	Disp	Respondent Name	Lic Type	File No	Lic No	Public Case
1012	2008012886	02/22/2010	INTN	90	03/05/2008	60	GONZALEZ, GILFREDO FREDDIE	1012	2255	6143103	ADMC
1012	2004043321	09/01/2004	LIC	90	07/20/2004	100	GONZALEZ, FREDDIE	1012	2255	6143103	CASC

FLORIDA GAMING CONTROL COMMISSION
2022 NOV 15 PM 3:13
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	Trainer	3/25/2008	6/30/2008	Florida Division of Pari-Mutuel Wagering
	Other/OTB/Casino	6/19/2007	6/30/2008	Florida Division of Pari-Mutuel Wagering
	Other/OTB/Casino	6/29/2006	6/30/2007	Florida Division of Pari-Mutuel Wagering
	Other/OTB/Casino	6/24/2005	6/30/2006	Florida Division of Pari-Mutuel Wagering
	Trainer	12/2/2004	6/30/2005	Florida Division of Pari-Mutuel Wagering
	Other/OTB/Casino	7/20/2004	6/30/2005	Florida Division of Pari-Mutuel Wagering
	Trainer	5/23/2003	6/30/2004	Florida Division of Pari-Mutuel Wagering
	Trainer	12/3/2002	6/30/2003	Florida Division of Pari-Mutuel Wagering
	Trainer	12/3/2002	6/30/2004	Florida Division of Pari-Mutuel Wagering
*N*587390	Exercise Person	6/8/1998	12/31/1998	New Hampshire Racing Commission

Fingerprint Information

Add a New Fingerprint Record

Processing Commission	Date Taken	Status	Notes	RCI Card Submitted Date

Ruling Number	Ruling Type	Ruling Date	Fine	Fine Paid?	Suspension Start	Suspension End
*N*207590	Disorderly Conduct	10/20/1989		N/A		
*N*207593	Reinstatement to Good Standing in State	8/28/1987		N/A		
*N*207591	License Denied, Rescinded, Revoked, Suspended, Withdrawn or Exclusion	8/15/1987		N/A		
*N*207592	Careless/Unsafe/Improper Riding or Driving	9/1/1985		N/A		

Applicable Reports

Comprehensive Ruling Report
Comprehensive Licensee Report

RECEIVED
2024 NOV 15 PM 3:19
FLORIDA GAMING
CONTROL COMMISSION

Ruling Number:	*N*207593	Date:	8/28/1987
Issued By:	New Jersey Racing Commission	Facility:	Unknown
Ruling Type:	Reinstatement to Good Standing in State		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Facility:	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: *N*207593 Action Type: Initial Ruling Issue Date: 8/28/1987

Action Text:

0 RESTORED TO GOOD STANDING.

Ruling #: 3

Ruling Number:	*N*207591	Date:	8/15/1987
Issued By:	New Jersey Racing Commission	Facility:	Unknown
Ruling Type:	License Denied, Rescinded, Revoked, Suspended, Withdrawn or Exclusion		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	Infraction Facility:	N/A
Race Number:	N/A	Animal Name:	N/A

FLORIDA GAMING CONTROL COMMISSION
2022 NOV 15 PM 3:18
RECEIVED

Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 0	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: *N*207591 Action Type: Initial Ruling Issue Date: 8/15/1987

Action Text:

00SUSPENDED (FAILURE TO PAY $50 FINE).

Ruling #: 4

Ruling Number:	*N*207592	Date:	9/1/1985
Issued By:	New Hampshire Racing Commission	Facility:	Rockingham Park
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: *N*207592 Action Type: Initial Ruling Issue Date: 9/1/1985

Action Text:

7 DAYS - CARELESS RIDING. DISQUALIFIED FROM 1ST.

FLORIDA GAMING CONTROL COMMISSION
2022 NOV 15 PM 3:18
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CIRCUIT/COUNTY COURT, PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION
CASE NO. CTC96-08252MMANO-L

STATE OF FLORIDA
vs.
GIRFRADO GONZALES

OBSTRUCT OR OPPOSE AN OFFICER WITHOUT VIOLENCE

SPN: 01714736

[ ] CHANGE OF PLEA/GUILTY
[ ] CHANGE OF PLEA/NOLO CONTENDERE

FILED
CLERK CIRCUIT COURT RECORDS
96 DEC -5 PM 2:4[illegible]

Comes now the defendant, _____ being present in person, ( ) without counsel ( ) with counsel _____, into open court and after having first obtained permission so to do, withdraws the former plea of not guilty and enters a plea of
[ ] Guilty [ ] Nolo Contendere
to _____
as ( ) charged ( ) included in the ( ) Information\( ) Complaint filed herein; and the Court having inquired of the defendant if there were any inducements or promises of leniency of any kind offered to influence the plea, and the defendant having replied that there were not and that the plea is voluntarily and freely given, thereupon,
[ ] The Court accepts the defendant's plea of guilty as being freely and voluntary given.
[ ] The Court accepts the defendant's plea of nolo contendere to the charges contained in this cause and upon stipulation by counsel as to the facts of the case, the Court finds the defendant to be guilty.

IT IS CONSIDERED AND ORDERED THAT _____

RECEIVED
96 DEC -5 PM 2:4[illegible]
FLORIDA GAMING CONTROL COMMISSION

[XX] PLEA ENTERED AT ARRAIGNMENT
The defendant, being present, (XX) without counsel ( ) with counsel, _____ is at this time arraigned in open court, waives the reading of the (XX) Information\( ) Complaint, and enters a plea of (XX) guilty, ( ) nolo contendere, ( ) not guilty to the charge contained in the ( ) Information ( ) Complaint filed herein.
[XX] The Court accepts the defendant's plea of guilty as being freely and voluntarily given.
[ ] The Court accepts the defendant's plea of nolo contendere to the charges contained in this cause and upon stipulation by counsel as to the facts of the case, the Court finds the defendant to be guilty.

IT IS CONSIDERED AND ORDERED THAT adjudication is hereby withheld and defendant shall pay $100.00 court costs, out of bond. Defendant shall pay $51.00 investigative costs to PCSO, within 30 days.

DONE AND ORDERED on April 22, 1996, in Clearwater, Florida.

JUDGE

KAH/CF
(COP-4/11/95)

RECEIVED
2022 DEC -5 PM 2:43
FLORIDA GAMING
CONTROL COMMISSION

STATE OF FLORIDA - PINELLAS COUNTY
I hereby certify that the foregoing is
a true copy as the same appears among
the files and records of this court.
This 14 day of August 2000
KARLEEN F. DeBLAKER
Clerk of Circuit Court
By: Deputy Clerk

To Florida Commission

I Gilfredo Gonzalez currently working at Hard Rock Casino in Tampa as a Table games Supervisor with requiered a gaming commission license. I have been with this company for 14 years and still going.

Im requesting a the Fl commission please to my license after 14 years. It means a lot to me to get back in to horse racing business.

If need to verify please do so at [redacted]

Seminole Hard Rock
5223 Orient Rd
Tampa Fl. 33610

Thank you
AA
Gilfredo Gonzalez
[redacted]

FLORIDA GAMING CONTROL COMMISSION
2022 DEC -5 PM 2:48
RECEIVED

I like to notify that I have try to contact Massachusetts Racing Commission several times by phone and emails and I get no respond

I deeply Appreciate your understanding

Thank you very much

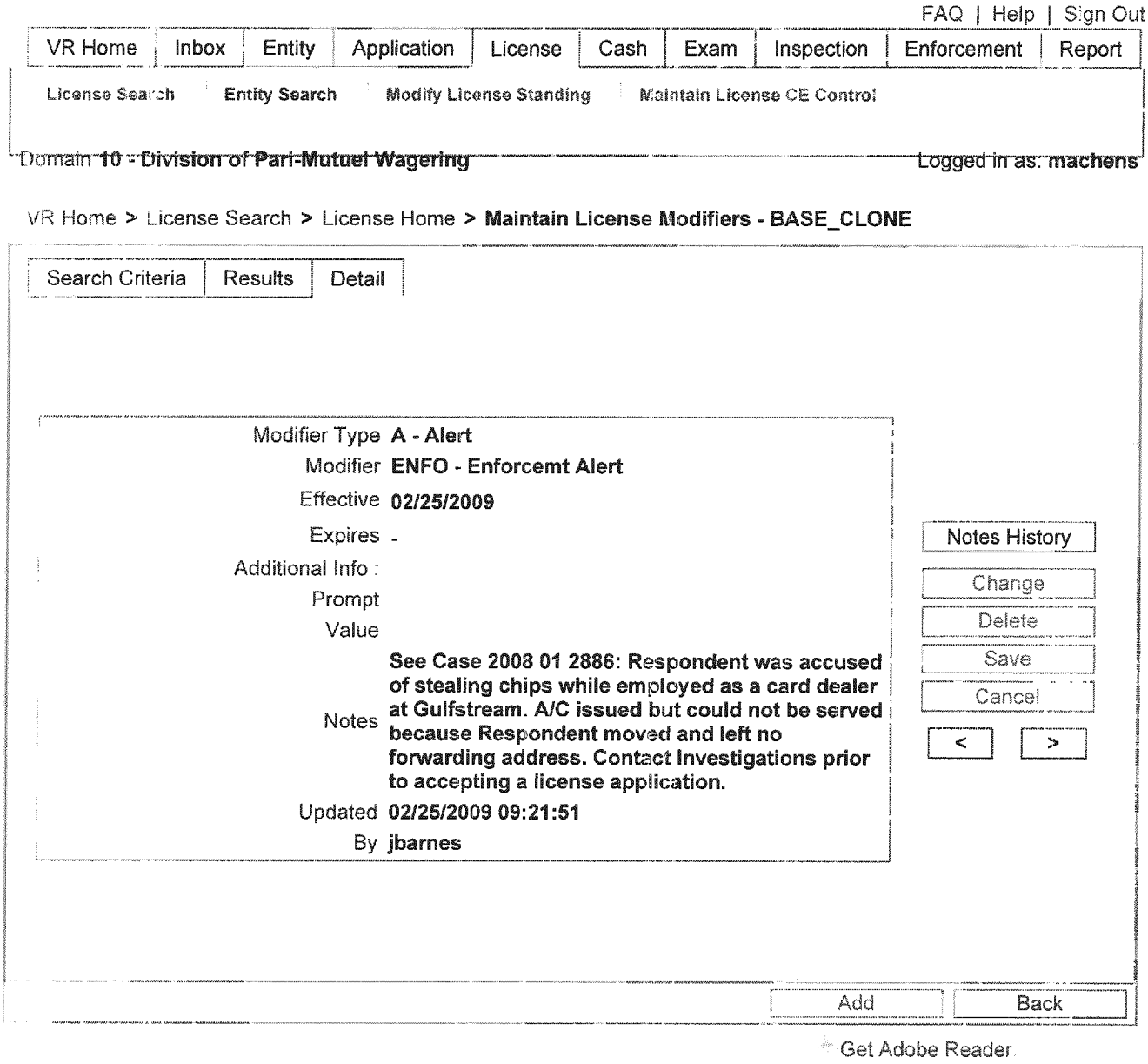
Gilfredo González

[redacted]

RECEIVED
2022 DEC -5 PM 2:48
FLORIDA GAMING CONTROL COMMISSION

PS

I have provide a gaming license that I currently have in my position at my work (Casinos) it is in Effective


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: machens
VR Home > License Search > License Home > Maintain License Modifiers - BASE_CLONE
Search Criteria
Results
Detail
Modifier Type A - Alert
Modifier ENFO - Enforcemt Alert
Effective 02/25/2009
Expires -
Additional Info :
Prompt
Value
Notes See Case 2008 01 2886: Respondent was accused of stealing chips while employed as a card dealer at Gulfstream. A/C issued but could not be served because Respondent moved and left no forwarding address. Contact Investigations prior to accepting a license application.
Updated 02/25/2009 09:21:51
By jbarnes
Notes History
Change
Delete
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Lic Type	**1012 - Cardroom Employee Occupational**			Status	**90 Closed**	Status Date	**02/22/2010**
Complaint #	**2008012886**	Case Type	**CMP - Complaint**	Disposition	**60 Final Order**	Disposition Date	**01/20/2010**
Docket#		Respondent	**GONZALEZ, GILFREDO FREDDIE**	Responsible	**dperry - PERRY, DAVID**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**FORM - Complaint Form**	Priority	**2**
Class'n	**V-C - Cardroom Violations**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**03/05/2008**
Region	**SR - Southern Region**	Received	**03/06/2008**
Reference			
Entered	**03/06/2008**	Entered By	

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Summary

1-20-10 Final Order Issued: Respondent is excluded from all PMW facilities in the state 7/22/09 Rec'd & notarized Election of Rights on 7/17/09; original e-mailed & mailed to Mary Polombo. Case re-opened (EOR 7/17/09) - re-assigned to Inv Miriam Roca 7-9-09 AC clerked 9-12-09 and dismissed on 2-20-09 reopened and mailed to new address see below. 7-9-09 - Respondent requesting to continue w/ process in order to get licensed. Bob Fronrath emailed legal a correct address in which to re-send AC. Address change was updated in L/Ease by EG Barnes. 321-Gulfstream Park 2/20/09-Order of Dismissal - No forwarding address, license expired, contact investigations prior to renewal Incident Report: Dealer Gonzalez was caught on Surveillance palming Poker Chips into his Tip Box. PMW Rule 61D-11.005 Prohibitions. (5) No person shall, either directly or indirectly: (a) Employ or attempt to employ any device, scheme, or artifice to defraud any participant in a card game, or the cardroom operator. (b) Engage in any act, practice, or course of operation as would operate as a fraud or deceit upon any participant in a game, or any cardroom operator. (c) Engage in any act, practice, or course of operation with the intent of cheating any participant or the cardroom operator to gain an advantage in the game over a participant(s) or cardroom operator.

Updated **02/22/2010 16:38:02** By **brosario**

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Lic Type	1012 - Cardroom Employee Occupational		Status	90 Closed	Status Date 02/22/2010
Complaint #	2008012886	Case Type	CMP - Complaint	Disposition 60 Final Order	Disposition Date 01/20/2010
Docket#		Respondent	GONZALEZ, GILFREDO FREDDIE	Responsible dperry - PERRY, DAVID	Public Case

Complaint | Respondent | Complainant | Addt'l Info

Source	INTN - Internal	Security Level	1
Form	FORM - Complaint Form	Priority	2
Class'n	V-C - Cardroom Violations	Complexity	R - Regular
Security	STND - Standard	Incident	03/05/2008
Region	SR - Southern Region	Received	03/06/2008
Reference			
Entered	03/06/2008	Entered By	

Summary: **1-20-10 Final Order Issued: Respondent is excluded from all PMW facilities in the state 7/22/09 Rec'd & notarized Election of Rights on 7/17/09; original e-mailed & mailed to Mary Polombo. Case re-opened (EOR 7/17/09) - re-assigned to Inv Miriam Roca 7-9-09 AC clerked 9-12-09 and dismissed on 2-20-09 reopened and mailed to new address see below. 7-9-09 - Respondent requesting to continue w/ process in order to get licensed. Bob Fronrath emailed legal a correct address in which to re-send AC. Address change was updated in L/Ease by EG Barnes. 321-Gulfstream Park 2/20/09-Order of Dismissal - No forwarding address, license expired, contact investigations prior to renewal Incident Report: Dealer Gonzalez was caught on Surveillance palming Poker Chips into his Tip Box. PMW Rule 61D-11.005 Prohibitions. (5) No person shall, either directly or indirectly: (a) Employ or attempt to employ any device, scheme, or artifice to defraud any participant in a card game, or the cardroom operator. (b) Engage in any act, practice, or course of operation as would operate as a fraud or deceit upon any participant in a game, or any cardroom operator. (c) Engage in any act, practice, or course of operation with the intent of cheating any participant or the cardroom operator to gain an advantage in the game over a participant(s) or cardroom operator.**

Updated 02/22/2010 16:38:02 By brosario

☐ Parties ☑ Activities
☐ Allegations ☑ Discipline
☑ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☑ Time Tracking — Auto Assign
☐ Attachments — History
☐ Work Notes — Print Report

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Lic Type	**1012 - Cardroom Employee Occupational**			Status	**90 Closed**	Status Date	**09/01/2004**
Complaint #	**2004043321**	Case Type	**CMP - Complaint**	Disposition	**100 No Action Taken**	Disposition Date	**08/26/2004**
Docket#		Respondent	**GONZALEZ, FREDDIE**	Responsible	**nmiyar - MIYAR, NICOLAS**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	**2**
Class'n	**V-B - Cardroom Applicant (Individual)**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**07/20/2004**
Region	**CR - Central Region**	Received	**08/26/2004**
Reference			
Entered	**08/26/2004**	Entered By	
Summary	**151-St Petersburg Kennel Club Resp Lic #61443103 Cardroom Background 7/23/04 Pinellas County Courthouse - CTC96097263RANC DWLSR 7/15/96 Adjudicaiton Withheld. CTC9608252MMANO Disorderly Intoxication & Obstruct/Oppose Officer W/O Violence. 4/22/96 Adjudication Withheld. 7/16/04 Cardroom Employee Interview Form completed.**		
Updated	**09/21/2004 09:37:52**	By	**brosario**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☐ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**			Status	**90 Closed**	Status Date	**05/22/2009**
Complaint #	**2009025270**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	**05/22/2009**
Docket#		Respondent	**GONZALEZ, GILFREDO**	Responsible	**dneira - NEIRA, DIANA**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	**2**
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**05/08/2009**
Region	**SR - Southern Region**	Received	**05/13/2009**
Reference			
Entered	**05/13/2009**	Entered By	
Summary	**325-Calder Race Course, Inc. 5/8/09 Respondent submitted license application. 5/13/09 Investigations rec'd Request for Waiver package from Leigh Ponder and case assigned to Inv. Neira. 5/21/09 Respondent submitted note withdrawing his license application and request for wavier. 5/22/09 Copy of respondent's note was forwarded to Jim Barnes.**		
Updated	**05/22/2009 12:18:36**	By	**dneira**

☐ Parties ☑ Activities
☑ Allegations ☐ Discipline
☐ Violations ☐ Compliance
☑ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**90 Closed**	Status Date	**02/06/2014**
Complaint #	**2013013267**	Case Type	**CMP - Complaint**	Disposition	**130 Waiver Denied**	Disposition Date	**01/29/2014**
Docket#		Respondent	**GONZALEZ, GILFREDO**	Responsible	**jtorres3 - TORRES, JUAN A**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	**2**
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**01/17/2013**
Region	**SR - Southern Region**	Received	**03/26/2013**
Reference			
Entered	**03/26/2013**	Entered By	
Summary	**01/29/2014 - Final Order issued: Petitioner's pmw occupational license and waiver application is DENIED, but without prejudice to re-apply. 6/28/13 Case closed. 6/25/13 Application for a pmw occupational license and request for waiver are denied. 325 - Calder Race Course, Inc. 4/19/13 Waiver interview completed at the State Licensing Office at Calder Race Course. 7/8/13 Election of Rights submitted; Informal Hearing requested. 11/6/13 Informal hearing scheduled. Waiting for decision.**		
Updated	**02/06/2014 16:41:59**	By	**Imuniz**

☐ Parties ☑ Activities
☑ Allegations ☑ Discipline
☑ Violations ☐ Compliance
☑ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking Auto Assign
☐ Attachments History
☐ Work Notes Print Report

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Lic Type	**1022 - Pari-Mutuel General Individual Occupational**			Status	**90 Closed**	Status Date	**06/20/2012**
Complaint #	**2011037755**	Case Type	**CMP - Complaint**	Disposition	**130 Waiver Denied**	Disposition Date	**05/21/2012**
Docket#		Respondent	**GONZALEZ, GILFREDO**	Responsible	**rmichels - MICHELS, RALF**		**Public Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**LIC - Licensee**	Security Level	**1**
Form	**WALK - Walk-in**	Priority	**2**
Class'n	**IIIB - Waivers**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**07/28/2011**
Region	**SR - Southern Region**	Received	**07/29/2011**
Reference			
Entered	**07/29/2011**	Entered By	
Summary	**May 23, 2012 Final Order issued: denied 11/8/11 Application for pmw occupational license and request for waiver DENIED. 325-Calder Race Course, Inc. 8/27/11 Waiver interview completed.**		
Updated	**06/25/2012 14:14:20**	By	**Imuniz**

☐ Parties ☑ Activities
☑ Allegations ☑ Discipline
☑ Violations ☐ Compliance
☑ Related ☑ Disposition
☐ Inspection
☐ Costs
☐ Time Tracking — Auto Assign
☐ Attachments — History
☐ Work Notes — Print Report

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Suspension Start: None Suspension End: None
Actions:

Alpha Ruling: *N*207593 Action Type: Initial Ruling Issue Date: 8/28/1987
Action Text:
0 RESTORED TO GOOD STANDING.

Ruling #: 3

Ruling Number:	*N*207591	Date:	8/15/1987
Issued By:	New Jersey Racing Commission	Facility:	Unknown
Ruling Type:	License Denied, Rescinded, Revoked, Suspended, Withdrawn or Exclusion		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: *N*207591 Action Type: Initial Ruling Issue Date: 8/15/1987
Action Text:
00SUSPENDED (FAILURE TO PAY $50 FINE).

Ruling #: 4

Ruling Number:	*N*207592	Date:	9/1/1985
Issued By:	New Hampshire Racing Commission	Facility:	Rockingham Park
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Unknown	Breed:	Unknown
Effective Date:	N/A	Race Date:	N/A
Infraction Date:	N/A	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: *N*207592 Action Type: Initial Ruling Issue Date: 9/1/1985

Action Text:
7 DAYS - CARELESS RIDING. DISQUALIFIED FROM 1ST.

Processing Commission	Date Taken	Status	Notes	RCI Card Submitted Date

Ruling Number	Ruling Type	Ruling Date	Fine	Fine Paid?	Suspension Start	Suspension End
*N*207590	Disorderly Conduct	10/20/1989		N/A		
*N*207593	Reinstatement to Good Standing in State	8/28/1987		N/A		
*N*207591	License Denied, Rescinded, Revoked, Suspended, Withdrawn or Exclusion	8/15/1987		N/A		
*N*207592	Careless/Unsafe/Improper Riding or Driving	9/1/1985		N/A		

Applicable Reports

Comprehensive Ruling Report
Comprehensive Licensee Report

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Brandon Nichols
Date 1/20/2010
File # 2010-00261

STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. DBPR CASE NO. 2008012886

GILFREDO GONZALEZ,

Respondent,
_____/

FINAL ORDER

THIS MATTER came before the Presiding Officer of the Division of Pari-Mutuel Wagering on October 7, 2009, in Tallahassee, Florida, in accordance with the provisions of Section 120.57(2), Florida Statutes, for consideration of the Division's Administrative Complaint issued against Gilfredo Gonzalez ("Respondent") in DBPR Case No. 2008012886. The Division of Pari-Mutuel Wagering ("Division") was represented by David N. Perry, Assistant General Counsel. Respondent appeared pro se by telephone.

PRELIMINARY STATEMENT

1. On or about September 12, 2008, the Division of Pari-Mutuel Wagering issued an Administrative Complaint against the Respondent which alleged that he been ejected from Gulfstream Park Racing & Casino ("Gulfstream"), a pari-mutuel facility in Florida, due to his repeatedly stealing poker chips and placing them in his tip box. The

Administrative Complaint sought to exclude Respondent from all pari-mutuel facilities within the state, pursuant to Section 550.0251(6), Florida Statutes.

2. After several failed attempts to serve the Complaint upon Respondent, the Division voluntarily dismissed the Complaint without prejudice on February 20, 2009. When Respondent contacted the Division about obtaining licensure, the case was reopened and Respondent was served with the Administrative Complaint on or about July 9, 2009.

3. Respondent filed his Election of Rights, in which he requested an informal hearing. The Respondent's Election of Rights indicates that Respondent's address is 2755 SW 187 Avenue, Miramar, Florida 33029.

4. At the informal hearing on October 7, 2009, the Division presented the issues raised in its September 12, 2008, Administrative Complaint and cited Respondent's Election of Rights, in which Respondent requested an informal hearing. The facts are therefore accepted as presented in the Administrative Complaint.

FINDINGS OF FACT

5. At all times material hereto, Respondent held a cardroom employee occupational license, number 6143103-1012, issued by the Division.

6. Gulfstream is a pari-mutuel facility in Florida licensed by the Division.

7. At all times material hereto, Respondent was a poker dealer at the "Sport of Kings" poker room at Gulfstream.

8. In an affidavit dated March 5, 2008, Mike Chapple, Director of Surveillance Security, stated that Respondent was "directed to leave the property and not return to the property." The affidavit instructs the Hallandale Beach Police Department to arrest Respondent for trespassing upon his return to the Gulfstream property.

9. In addition, the Gulfstream "Excluded Persons Log" shows that Respondent was excluded indefinitely for theft on March 5, 2008.

10. At the informal hearing, Respondent did not dispute that Gulfstream was a licensed pari-mutuel facility in Florida, nor that Gulfstream had instituted an exclusion against him.

11. Respondent admitted to taking chips and putting them in his tip box. He stated that he was upset with the way the system was being run, and the good tables were unfairly given to other dealers.

12. Respondent wanted to quit, but he had to stay there until he could get another job, which was hard to find.

13. Respondent stated he had made a mistake, but it would never happen again. He stated that everyone deserves a second chance.

CONCLUSIONS OF LAW

14. The Division has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

15. Section 550.0251(6), Florida Statutes, states in relevant part:

> In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 division. The division 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.

16. The Division has established by clear and convincing evidence that the Respondent has been ejected from a pari-mutuel facility in Florida, and as such, is

subject to exclusion from all pari-mutuel facilities in the state pursuant to Section 550.0251 (6), Florida Statutes.

WHEREFORE, based upon the Findings of Fact and Conclusions of Law, it is hereby ORDERED and ADJUDGED that: Respondent shall be excluded from all pari-mutuel facilities in this state. This Final Order shall become effective on the date filed with the Agency Clerk.

DONE AND ORDERED this 7th day of January, 2010.

Milton Champion, Director
Division of Pari-Mutuel Wagering
Department of Business and
Professional Regulation
1940 North Monroe Street
Tallahassee, Florida 32399-1035

NOTICE OF RIGHT TO APPEAL UNLESS WAIVED

Unless expressly waived, any party substantially affected by this final order may seek judicial review by filing an original Notice of Appeal with the Clerk of the Department of Business and Professional Regulation, and a copy of the notice, accompanied by the filing fees prescribed by law, with the clerk of the appropriate District Court of Appeal within thirty (30) days rendition of this order, in accordance with Rule 9.110, Fla. R. App. P., and Section 120.68, Florida Statutes.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Order has been provided by U.S. Certified Mail to GILFREDO GONZALEZ, 3520 Jackson Street, Apt 105, Hollywood, Florida 33029, on this 20th day of January, 2010.

Brandon M. Nichols
Agency Clerk's Office
Department of Business & Professional Regulation

Copies furnished to:

Amy Toman, Informal Hearing Officer
David N. Perry, Assistant General Counsel

STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. **DBPR CASE NO. 2008012886**

GILFREDO GONZALEZ,

Respondent,
_____/

PROPOSED RECOMMENDED ORDER

THIS MATTER came before the Presiding Officer of the Division of Pari-Mutuel Wagering on October 7, 2009, in Tallahassee, Florida, in accordance with the provisions of Section 120.57(2), Florida Statutes, for consideration of the Division's Administrative Complaint issued against Gilfredo Gonzalez ("Respondent") in DBPR Case No. 2008012886. The Division of Pari-Mutuel Wagering ("Division") was represented by David N. Perry, Assistant General Counsel. Respondent appeared pro se by telephone.

PRELIMINARY STATEMENT

1. On or about September 12, 2008, the Division of Pari-Mutuel Wagering issued an Administrative Complaint against the Respondent which alleged that he been ejected from Gulfstream Park Racing & Casino ("Gulfstream"), a pari-mutuel facility in Florida, due to his repeatedly stealing poker chips and placing them in his tip box. The Administrative Complaint

sought to exclude Respondent from all pari-mutuel facilities within the state, pursuant to Section 550.0251(6), Florida Statutes.

2. After several failed attempts to serve the Complaint upon Respondent, the Division voluntarily dismissed the Complaint without prejudice on February 16, 2009. When Respondent contacted the Division about obtaining licensure, the case was reopened and Respondent was served with the Administrative Complaint on or about July 9, 2009.

3. Respondent filed his Election of Rights, in which he requested an informal hearing. The Respondent's Election of Rights indicates that Respondent's address is 2755 SW 187 Avenue, Miramar, Florida 33029.

4. At the informal hearing on October 7, 2009, the Division presented the issues raised in its September 12, 2008 Administrative Complaint and cited Respondent's Election of Rights, in which Respondent requested an informal hearing. The facts are therefore accepted as presented in the Administrative Complaint.

FINDINGS OF FACT

5. At all times material hereto, Respondent held a cardroom employee occupational license, number 6143103-1012, issued by the Division.

6. Gulfstream is a pari-mutuel facility in Florida licensed by the Division.

7. At all times material hereto, Respondent was a poker dealer at the "Sport of Kings" poker room at Gulfstream.

8. In an affidavit dated March 5, 2008, Mike Chapple, Director of Surveillance Security, stated that Respondent was "directed to leave the property and not return to the property." The affidavit instructs the Hallandale Beach Police Department to arrest Respondent for trespassing upon his return to the Gulfstream property.

9. In addition, the Gulfstream "Excluded Persons Log" shows that Respondent was excluded indefinitely for theft on March 5, 2008.

10. At the informal hearing, Respondent did not dispute that Gulfstream was a licensed pari-mutuel facility in Florida, or that Gulfstream had instituted an exclusion against him.

11. Respondent admitted to taking chips and putting them in his tip box. He stated that he was upset with the way the system was being run, and the good tables were unfairly given to other dealers.

12. Respondent wanted to quit, but he had to stay there until he could get another job, which was hard to find.

13. Respondent stated he had made a mistake, but it would never happen again. He stated that everyone deserves a second chance.

CONCLUSIONS OF LAW

14. The Division has jurisdiction over this matter pursuant to Chapters 120 and 550, Florida Statutes.

15. Section 550.0251(6), Florida Statutes, states in relevant part:

> In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 division. The division 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.

RECOMMENDED ORDER

Based upon the Findings of Fact and Conclusions of Law, it is hereby proposed that the Hearing Officer enter a Recommended Order excluding Respondent from all pari-mutuel facilities in this state.

Respectfully submitted this 13th day of October, 2009.

DAVID N. PERRY
Assistant General Counsel
Division of Pari-Mutuel Wagering
Dept of Business & Professional Regulation
1940 North Monroe Street
Tallahassee, Florida 32399-2202
(850) 488-0062 / FAX 921-1311

CERTIFICATE OF SERVICE

I hereby certify this 13th day of October, 2009, that a true copy of the foregoing "Proposed Final Order" has been provided by U.S. Mail to the Respondent:

MR. GILFREDO GONZALEZ
3520 Jackson Street
Apt. 105
Hollywood, Florida 33029

DAVID N. PERRY

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK Brandon Nichols
Date 2/20/2009
File # 2009-01212

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

DBPR CASE NUMBER:	2008012886
DATE OF INCIDENT:	March 5, 2008
INDUSTRY:	Cardroom
COMPLAINT MADE AGAINST:	Gilfredo Gonzalez 301 E. Dania Beach Blvd. Dania, FL 33004
LICENSE NUMBER:	6143103-1012
INVESTIGATOR:	Robert Fronrath
REVIEWED BY:	David N. Perry
STAFF RECOMMENDATION:	CLOSE

ORDER OF DISMISSAL

THE COMPLAINT: The Administrative Complaint sets forth facts that, if true, would constitute a violation of Rules 61D-11.005(5)(a) & (b), Florida Administrative Code, and Section 849.086(14)(a), Florida Statutes. In particular, it is alleged that Mr. Gonzalez engaged in an act, practice, or course of action as a cardroom dealer that constituted fraud or deceit.

THE FACTS: In February 2008, at the Sport of Kings poker room at Gulfstream Park Racing & Casino, Director of Poker Scott Poole became suspicious of Mr. Gonzalez. Mr. Gonzalez, who is not a particularly good dealer, was making more daily tips than his top dealers. Surveillance video revealed the following:

On February 27, 2008 at 9:40 p.m., Mr. Gonzalez was observed taking two or three white chips from the pot and placing them onto the right side of his chip tray (float).

10:05 p.m.: Mr. Gonzalez appeared to take two or three $5.00 chips from the pot and put them in his float. He then took five $1.00 chips and put them back in the pot.

10:11 p.m.: Mr. Gonzalez took an unknown amount of $5 chips from his float and threw them in the pot. He then took a $25.00 chip from the pot and placed it in his float.

10:34 p.m.: While walking to the poker cage, Mr. Gonzalez appears to place an unknown chip into his tip box.

On February 28, 2008 at 2:52 p.m., Mr. Gonzalez received a $1.00 chip from a patron after a hand. He dropped the $1.00 chip into his float and picked up two $5.00 chips and dropped them into his float.

4:14 p.m.: Mr. Gonzalez again received a $1.00 chip from a patron after a hand. He dropped the $1.00 chip into his float and picked up two more $5.00 chips and dropped them into his float.

On March 5, 2008, Mr. Gonzalez was in the Sport of Kings poker room, when he was approached by Mike Chappel, Vice President of Surveillance/ Security; Charles "Chuck" Lewis, Director of Surveillance; Scott Poole, Director of Poker; and a uniformed Hallandale Beach Police Officer. He was asked to get up from the poker table and was escorted to Human Resources.

According to Mike Chappel, Mr. Gonzalez admitted that there were occasions where he put chips in his tip box but stated it didn't happen every day. After being interviewed, Mr. Gonzalez was terminated and escorted to his vehicle. Mr. Gonzalez was permanently ejected from Gulfstream Park Racing & Casino.

Rule 61D-11.005, Florida Administrative Code, states in pertinent part:

> (5) No person shall, either directly or indirectly:
> (a) Employ or attempt to employ any device, scheme, or artifice to defraud any participant in a card game, or the cardroom operator.
> (b) Engage in any act, practice, or course of operation as would operate as a fraud or deceit upon any participant in a game, or any cardroom operator.

Section 849.086(14)(a), Florida Statutes, states:

> The division 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.

On September 12, 2008, the Division of Pari-Mutuel Wagering filed an Administrative Complaint against Mr. Gonzalez, a copy of which was sent to Mr. Gonzalez via Fed Ex. However, when the driver attempted to deliver the Complaint, the current owner notified the driver that Mr. Gonzalez no longer lived there and left no forwarding address.

Additionally, Mr. Gonzalez's license expired on June 30, 2008.

THE LAW: Based on the foregoing, this case is voluntarily dismissed without prejudice. An Enforcement Alert should be placed on Mr. Gonzalez's licensure record, and this case should be CLOSED.

DONE this 16TH day of FEBRUARY, 2009.

David J. Roberts, Director
Division of Pari-Mutuel Wagering

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, DIVISION OF PARI-MUTUEL WAGERING

Petitioner,

v. **CASE NO. 2008012886**

GILFREDO GONZALEZ,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering ("Division"), files this Administrative Complaint against Gilfredo Gonzalez ("Respondent"), and alleges as follows:

1. The Division 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 occupational license, number 6143103-1012, issued by the Division.

3. At all times material hereto, Respondent was a cardroom dealer at the Sport of Kings poker room at Gulfstream Park Racing & Casino.

4. In February 2008, Scott Poole, Director of Poker became suspicious of Mr. Gonzalez, who was making more daily tips than his top dealers. Surveillance video revealed the following:

5. On February 27, 2008 at 9:40 p.m., Mr. Gonzalez was observed taking two or three white chips from the pot and placing them onto the right side of his float.

6. 10:05 p.m.: Mr. Gonzalez appeared to take two or three $5.00 chips from the pot and put them in his float. He then took five $1.00 chips and put them back in the pot.

7. 10:11 p.m.: Mr. Gonzalez took an unknown amount of $5 chips from his float and threw them in the pot. He then took a $25.00 chip from the pot and placed it in his float.

8. 10:34 p.m.: While walking to the poker cage, Mr. Gonzalez appears to place an unknown chip into his tip box.

9. On February 28, 2008 at 2:52 p.m., Mr. Gonzalez received a $1.00 chip from a patron after a hand. He dropped the $1.00 chip into his float and picked up two $5.00 chips and dropped them into his float.

10. 4:14 p.m.: Mr. Gonzalez again received a $1.00 chip from a patron after a hand. He dropped the $1.00 chip into his float and picked up two more $5.00 chips and dropped them into his float.

11. On March 5, 2008, Mr. Gonzalez was in the Sport of Kings poker room, when he was approached by Mike Chappel, Vice President of Surveillance/ Security; Charles "Chuck" Lewis, Director of Surveillance; Scott Poole, Director of Poker; and a uniformed Hallandale Beach Police Officer. He was asked to get up from the poker table and was escorted to Human Resources.

12. According to Mike Chappel, Mr. Gonzalez admitted that there were occasions where he put chips in his chip box but stated it didn't happen every day. After being interviewed, Mr. Gonzalez was terminated and escorted to his vehicle. Mr. Gonzalez was permanently ejected from Gulfstream Park Racing & Casino.

13. Respondent's pari-mutuel license expired on June 30, 2008 and has not been renewed.

14. Rule 61D-11.005(5), Florida Administrative Code, states in pertinent part:

> No person shall, either directly or indirectly:
> a. Employ or attempt to employ any device, scheme, or artifice to defraud any participant in a card game, or the cardroom operator.
> b. Engage in any act, practice, or course of operation as would operate as a fraud or deceit upon any participant in a game, or any cardroom operator.

15. Respondent violated Rule 61D-11.005(5)(a) & (b), Florida Administrative Code, by attempting to defraud the cardroom operator.

16. Section 550.0251(6), Florida Statutes, states in pertinent part:

> In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the division 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 division. The division 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.

WHEREFORE, Petitioner respectfully requests that the Division enter an Order excluding Respondent from any and all pari-mutuel facilities in this state, as specified in Section 550.0251(6), Florida Statutes.

Signed this 11th day of September, 2008.

JOSEPH M. HELTON, JR.
Florida Bar No. 0879622
Chief Attorney
Division of Pari-Mutuel Wagering
Department of Business & Professional Regulation
Northwood Center
1940 North Monroe Street, Suite 40
Tallahassee, Florida 32399-2202

Copies furnished to:

Gilfredo Gonzalez – Cert. Mail/Return Receipt

Office of Operation/Licensing Section
Office of Investigations

David N. Perry, Assistant General Counsel

FILED
Department of Business and Professional Regulation
DEPUTY CLERK
CLERK Brandon M. Nichols
DATE 9-12-2008

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Marc Taupier, Chief Attorney
Re: Star Nicole Broadhurst; Case No. 2023-001656 – License Denial
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to deny Star Nicole Broadhurst's ("Applicant") application for a Slot Machine/Cardroom/Pari-Mutuel Combination Occupational License. Applicant submitted a complete application for a Slot Machine/Cardroom/Pari-Mutuel Combination Occupational License on January 5, 2023. Upon review of the application, it appears Applicant has been convicted of a felony crime. Therefore, the Florida Gaming Control Commission should authorize the issuance of a Notice of Intent to Deny License.

Pertinent Facts

On January 5, 2023, Applicant submitted their application to the Division of Pari-Mutuel Wagering for a Slot Machine/Cardroom/Pari-Mutuel Combination Occupational License. Upon review of the completed application, it appears that Applicant was convicted of a felony crime in the state of Florida. Specifically, the Applicant was convicted of Strong Arm Robbery With Mask in 2019[1].

Applicant did not apply for a waiver for her felony conviction, however, under section 551.107(6)(a), Florida Statutes, the legislature did not authorize the Executive Director to waive criminal convictions for slot machine licensing.

Relevant Law

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

[1] Applicant failed to disclose this conviction on her application.

> 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 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."

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."

Staff Recommendation: Because the Applicant's disqualifying criminal conviction cannot be waived, the Florida Gaming Control Commission may deny or declare Applicant ineligible for any license. Accordingly, the Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission authorize the issuance of a Notice of Intent to Deny License in this matter.

Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering

Licensing Administrator Review – SLOT Occupational License

RE: BROADHURST, STAR NICOLE – 13445675 **Case No: 2023001656**

(APPLICANT'S NAME– LICENSE #)

INITIAL APPLICATION RECEIVED:	1/5/2023
COMPLETE APPLICATION RECEIVED:	1/5/2023
90-DAY DEADLINE:	**4/5/2023**

Randall Kitchens	**285 - Calder**	**1055 – Bartender**
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 : 1 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
03/09/2016	Broward County, Fl	Robbery Strong Arm W Mask 16-3070CF10A	F1	Guilty

Disposition Unknown

- ☐ Felony Arrest(s) :
- ☐ Misdemeanor Arrest – Industry Related/Gambling Related/Bookmaking
- ☐ Animal Cruelty

Enforcement/Jurisdiction Offenses

☐ Currently under Suspension, Declared Ineligible, Ruled Off, Revoked, Denied, Ejected, Unpaid Fine, in this or any other racing jurisdiction.

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**

Forward to ☐ **Investigations** ☑ **Legal** ☐ **Director** Initials: 1/16/23

Comments:

Lic Type	**1055 - Slot Machine/Cardroom/Pari-Mutuel Individual Combination**	Status	**10 Initial Review**	Status Date	**01/10/2023**
Complaint #	**2023001656**	Case Type	**CMP - Complaint**	Disposition	
Disposition Date					
Docket#		Respondent	**BROADHURST, STAR NICOLE**	Responsible	**ddonaldson - DONALDSON, DAVID**
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	**01/05/2023**
Region	**SR - Southern Region**	Received	**01/05/2023**
Reference			
Entered	**01/10/2023**	Entered By	**rkitchens**
Summary	**Application and rap sheet reviewed. Applicant's criminal history resulted in felony conviction(s) or an industry related offense. Facility - 285 - Calder.**		
Updated	**01/10/2023 10:33:24**	By	**rkitchens**

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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Instr# 115662366 , Page 1 of 2, Recorded 03/08/2019 at 11:47 AM
Broward County Commission

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 3/6/2019 10:35:36 AM.****

17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY

DIVISION: FC
CRIMINAL

DIVISION: _____

JUDGMENT

THE STATE OF FLORIDA VS. CASE NUMBER

DEFENDANT Star N. Broadhurst 16-3070 CF10A
Probation Violator

State Attorney D. Connady

Court Reporter Electronic

The Defendant, Star N. Broadhurst being personally before this Court represented by H. Demetrious, his attorney of record, and having:

(Check applicable provision)

- ○ Been tried and found guilty of the following crime(s)
- ○ Entered a plea of guilty to the following crime(s)
- ✓ Entered a plea of nolo contendre to the following crime(s)

COUNT	CRIME	OFFENSE STATUTE NUMBER(S)	DEGREE OF CRIME	ADD'L MONIES IMPOSED
I	Robbery (Firearm/Mask)	775.0845 812.13(1) 812.13(2)(a) 775.087(2)(a) 1.c	1F	

and no cause having been shown why the Defendant should not be adjudicated guilty, IT IS ORDERED THAT the Defendant is hereby ADJUDICATED GUILTY of the above crime(s).

The Defendant is hereby ordered to pay the sum of Fifty dollars ($50.00) pursuant to F.S. 938.03 (Crimes Comp. Trust Fund). The Defendant is further ordered to pay the sum of Five Dollars ($5.00) as court costs pursuant to F.S. 938.03(1) and 938.15 Fines imposed as part of a sentence pursuant to F.S. 777.083(1) are to be recorded on the Sentence page(s).

(Check if applicable)

Stayed & Withheld Imposition of Sentence ( ) The court hereby stays and withholds the imposition of sentence as to count(s) _____ and places the Defendant on probation for a period of _____ under the supervision of the Department of Corrections (conditions of probation set forth in a separate order)

Sentence Deferred Until Later Date ( ) The court hereby defers imposition of sentence until _____ (Date)

( ) Pay $225.00 Trust Fund pursuant to F.S. 938.05(1)(a)

Count(s) I : 684 DAYS/MONTHS BROWARD COUNTY JAIL W/CREDIT 684 DAYS TIME SERVED

The Defendant in open court was advised of his right to appeal from this Judgment 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 indigence.

Maria Garcia-Wood
JUDGE

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 _____ day of _____ 20_____.

_____
Deputy Clerk

ICC 112-65 JUDGMENT

Revised 7-2-08

BROADHURST, STAR

DIVISION:	[✓] ADJUDICATION WITHHELD	CASE NUMBER
CRIMINAL	[ ] ADJUDICATED GUILTY	CF 10 4 16-3070

DOB: 08/21/87

FINGERPRINTS OF DEFENDANT

NOT AN OFFICIAL COPY - CCIS - GENERAL GOVERNMENT

Fingerprints taken by:

Dep Morero Court Deputy

Name & Title

DONE AND ORDERED in Open Court at Broward County, Florida this 06 day of Mar 2-019.
I HEREBY CERTIFY that the above and foregoing fingerprints are of the Defendant

Broadhurst, Star N, and that they were placed thereon by said defendant in my presence

in Open court this date.

Maria Garcia-Wood
GARCIA-WOOD
JUDGE

ICC 112-57 FINGERPRINTS OF DEFENDANT

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
2601 Blair Stone Road
Tallahassee, FL 32399-1037

BROADHURST, STAR NICOLE
3516 SW 69 AVE
MIRAMAR, FL 33023

FILE NUMBER 11053

AMOUNT PAID $100.00

INITIAL PIN 6881

APPROVAL DATE JANUARY 05, 2023

STATE OF FLORIDA AC#T 0075477
FLORIDA GAMING CONTROL
COMMISSION

LIC NO. 13445675 01/05/2023

TEMPORARY SLOT/CARDROOM/PARI-MUTUEL
INDIV COMBO **(1055)**
BROADHURST, STAR NICOLE

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 0075477

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

SEQ# 23010513445675

DATE	LICENSE FEE	LICENSE NUMBER
01/05/2023	**AMOUNT PD $100.00**	13445675 **FILE NUMBER 11053**

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# 23010513445675

BROADHURST, STAR NICOLE
3516 SW 69 AVE
MIRAMAR, FL 33023

RON DESANTIS
GOVERNOR

DISPLAY AS REQUIRED BY LAW

OCCUPATIONAL LICENSE FEE VOUCHER

Date 1/05/2023

Applicant Name: Star Broadhurst
(Please print)

Position/Title: Beverage Server
(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, Calder Casino & Race Course agrees to remit to the Division:

❑ $50 (1-year license) ☒ $100 (3-year license) ❑ Upgrade Fee $ _____

Human Resources Authorized Signature

For Accounting use only.

2143

White-DBPR • Yellow-HR

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF PARI-MUTUEL WAGERING
www.myfloridalicense.com

APPLICATION CHECKLIST – IMPORTANT – Submit all items on the checklist below to ensure faster processing.

ALL License Applicants must submit:

☑ Completed Form DBPR PMW-3410 – Print clearly and complete all sections that are not optional in black or blue ink.

☑ Provide Identification – Required by Rule 61D-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 DBPR.

☐ 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: FL923230Z.

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:
Department of Business and Professional Regulation
Pari-Mutuel Wagering; Licensing Section
2601 Blair Stone Road, Tallahassee, Florida 32399-1037
Phone: 850.487.1395

2144

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.

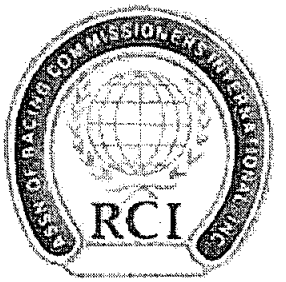
Date of Disposition	County	State	Offense	Misdemeanor or Felony?	Sentence

☐ 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

2147

LICENSES



Licensee Search

Page 1 of 1. 0 total matches.

Search Parameters
Govt. Number [redacted]
Date of Birth:
First Name:
Middle Name:
Last Name: BROADHURST
Sex:
Commission:
License Type:

Master ID	Last Name	First Name	Middle Name	SSN/Federal ID	Rulings	Birth Date	City	State

Licensees Rulings Horse Tracking Bulletin Board Preferences Log Off

No record found

Search Criteria | Results

Case Type	Complaint #	Status	Reference	Incident	Respondent	Complainant	Lic Type	Public Case	View	Process
No items found.										

Total: 0

Print | Back

Get Adobe Reader.

No record found

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Marc Taupier, Chief Attorney
Re: Hector Omar Santiago; Case No. 2023-003247– License Denial
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks to deny Hector Omar Santiago's ("Applicant") application for a Slot Machine/Cardroom/Pari-Mutuel Combination Occupational License. Applicant submitted a complete application for a Slot Machine/Cardroom/Pari-Mutuel Combination Occupational License on January 12, 2023. Upon review of the application, it appears Applicant has been convicted of a felony crime. Therefore, the Florida Gaming Control Commission should authorize the issuance of a Notice of Intent to Deny License.

Pertinent Facts

On January 12, 2023, Applicant submitted their application to the Division of Pari-Mutuel Wagering for a Slot Machine/Cardroom/Pari-Mutuel Combination Occupational License. Upon review of the completed application, it appears that Applicant was convicted of a felony crime in the state of Florida. Specifically, the Applicant was convicted of Sell/Delivery/Possession of Cannabis within 1000ft of School in 2010.

Applicant did not apply for a waiver for his felony conviction, however, under section 551.107(6)(a), Florida Statutes, the legislature did not authorize the Executive Director to waive criminal convictions for slot machine licensing.

Relevant Law

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 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."

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."

Staff Recommendation: Because the Applicant's disqualifying criminal conviction cannot be waived, the Florida Gaming Control Commission may deny or declare Applicant ineligible for any license. Accordingly, the Division of Pari-Mutuel Wagering recommends the Florida Gaming Control Commission authorize the issuance of a Notice of Intent to Deny License in this matter.

Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering

Licensing Administrator Review – SLOT Occupational License

RE: SANTIAGO, HECTOR OMAR – 13452216 **Case No: 2023003247**
(APPLICANT'S NAME– LICENSE #)

INITIAL APPLICATION RECEIVED:	1/12/2023
COMPLETE APPLICATION RECEIVED:	1/12/2023
90-DAY DEADLINE:	**4/12/2023**

Randall Kitchens	**285 - Calder**	**1055 – Cook**
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 : 1 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
02/18/2009	Miami Dade, Florida	Cannabis Sell/Del/Posn 1000ft School F09-005789	F2	Guilty

Disposition Unknown

- ☐ Felony Arrest(s) :
- ☐ Misdemeanor Arrest – Industry Related/Gambling Related/Bookmaking
- ☐ Animal Cruelty

Enforcement/Jurisdiction Offenses

☐ Currently under Suspension, Declared Ineligible, Ruled Off, Revoked, Denied, Ejected, Unpaid Fine, in this or any other racing jurisdiction.

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**

Forward to ☐ **Investigations** ☑ **Legal** ☐ **Director** Initials: 1/19/23

Comments:

Lic Type	**1055 - Slot Machine/Cardroom/Pari-Mutuel Individual Combination**			Status	**10 Initial Review**	Status Date	**01/18/2023**
Complaint #	**2023003247**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**SANTIAGO, HECTOR OMAR**	Responsible	**ddonaldson - DONALDSON, DAVID**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**	Parties	Activities
Form	**INTR - Internal**	Priority		Allegations	Discipline
Class'n	**CHIS - Criminal History**	Complexity	**R - Regular**	Violations	Compliance
Security	**STND - Standard**	Incident	**01/12/2023**	Related	Disposition
Region	**SR - Southern Region**	Received	**01/12/2023**	Inspection	
Reference				Costs	
Entered	**01/18/2023**	Entered By	**rkitchens**	Time Tracking	Auto Assign
Summary	**Application and rap sheet reviewed. Applicant's criminal history resulted in felony conviction(s) or an industry related offense. Facility - 285 - Calder.**			Attachments	History
				Work Notes	Print Report
Updated	**01/18/2023 14:25:56**	By	**rkitchens**		

Change | Save | OK | Cancel | Back

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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
01/27/2009	Miami Dade County	FL	CANNABIS POSN-0-20	Misdemeanor	ADJ WH/CTS/FINE/COST

☐ 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?
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Date of Disposition	County	State	Offense	Misdemeanor or Felony?	Sentence
03/16/2021	Miami Dade	FL	OSTR Just/ False Inf	County Ordinance	WH ADJ FINE & Cost
10/07/2008	Miami Dade	FL	Disorderly Conduct	Misdemeanor	Nolle Pros
10/02/2008	MiamiDade	FL	CAnn/Sell/Del/PSNW/I	Felony	No Action
10/02/2008	Miami Dade	FL	CONT Subs/ Poss	Felony	No Action
05/02/2006	Miami Dade	FL	Disorderly Conduct	Misdemeanor	Nolle Pros

☐ 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
11/08/2002	Miami Dade	FL	Resist Off W/O VIOL	Misdemeanor	ADJ WH/CTS/FINE/Cost
10/21/2002	Miami Dade	FL	TRES Prop/After Warning	Misdemeanor	No Action
10/21/2002	Miami Dade	FL	Resist Off W/O Violation	Misdemeanor	No Action
07/05/2007	Miami Dade	FL	Cannabis Pos o-20	Misdemeanor	Nolle Pros
01/25/2006	Miami Dade	FL	Cannabis Posn	Misdemeanor	Conv W/Fine & Cost

HS

☑ 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)

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☑ 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
10/19/2005	Miami Dade	FL	Battery	Misdemeanor	Nolle Pros
10/19/2005	Miami Dade	FL	Disorderly Conuct	Misdemeanor	Nolle Pros
10/19/2005	Miami Dade	FL	Resist Off W/O Viol	Midemeanor	Conv- Community service
02/18/2009	Miami Dade	FL	Canabis / sale/ school	Felony	Conv/{rob/SPL SNT/CONC
02/18/2009	Miami Dade	FL	Probation Violation	MISC Hold	Probation Modified

☐ 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

Expand All

Case Number	Filed Date	Disposition Date	County	Case Type	Status	Contested
132009CF00578900001XX [F09005789]	02/18/2009	04/12/2010	MIAMI-DADE	FELONY	REOPENED	No

Charge Seq #	Description	Date	Phase	Trial
00001	CANNABIS/SELL/DEL/POSN W/INT/1000FT SCHOOL	04/12/2010	Court:Adjudicated Guilty	No Trial

	Date	Action	Statute / Text
Offense:		Trial: No Trial	
Prosecutor:	03/09/2009	Filed	893.13(1)(C)2 / CANNABIS/SELL/DEL/POSN W/INT/1000FT SCHOOL
Court:	04/12/2010	Adjudicated Guilty	893.13(1)(C)2 / CANNABIS/SELL/DEL/POSN W/INT/1000FT SCHOOL

00002	CANNABIS/SELL/DEL/POSN W/INT/1000FT SCHOOL	03/09/2009	Prosecutor:Filed	No Trial
00003	CANNABIS/SELL/DEL/POSN W/INT/1000FT SCHOOL	03/09/2009	Prosecutor:Filed	No Trial
00004	PROBATION VIOLATION	03/09/2009	Prosecutor:Filed	No Trial

Party Name	Party Type	Attorney	Bar ID
MIRANDA, CRISTINA MARIA	JUDGE		
LEVITT, ELIJAH	STATE ATTORNEY		
BOTTS, JACLYN	PUBLIC DEFENDER		
SANTIAGO, HECTOR O Search This Party	DEFENDANT		

Dockets

Page : 1 ALL

Image	Doc #	Action Date	Description	Pages
	211	08/12/2013	COLLECTIONS AGENCY STATUS NEW TO ALLIANCE ONE INC.	
	210	08/12/2013	PAYMENT PLAN REMOVED ON 08/12/2013	
	209	05/09/2013	NOTICE OF FAILURE TO PAY SENT	
	208	04/05/2013	COURT FEE PAYMENT 25.00 RECEIPT # 2590001	
	207	03/05/2013	COURT FEE PAYMENT 25.00 RECEIPT # 2180039	
	206	02/05/2013	COURT FEE PAYMENT 25.00 RECEIPT # 2820007	
	205	01/04/2013	COURT FEE PAYMENT 25.00 RECEIPT # 2530014	
	204	12/05/2012	COURT FEE PAYMENT 25.00 RECEIPT # 2460009	
	203	11/05/2012	COURT FEE PAYMENT 25.00 RECEIPT # 2270078	
	202	10/05/2012	COURT FEE PAYMENT 25.00 RECEIPT # 2750010	
	201	09/05/2012	COURT FEE PAYMENT 25.00 RECEIPT # 2850048	
	200	08/06/2012	COURT FEE PAYMENT 25.00 RECEIPT # 3610002	
	199	07/06/2012	COURT FEE PAYMENT 25.00 RECEIPT # 3060039	
	198	06/05/2012	COURT FEE PAYMENT 25.00 RECEIPT # 2510069	
	197	05/04/2012	PAYMENT PLAN STARTING ON 06/05/2012 37 PAYMENTS OF $25.00 WITH LAST DUE ON 6/05/2015	
	196	03/12/2012	NOTICE OF FAILURE TO PAY SENT	
	195	04/07/2011	MEMORANDUM OF COSTS V.O.P AMOUNT 150.00	
	194	04/07/2011	STAY DUE DATE CHANGED BY CLERK FINC 08/12/2013 TO 3/07/2012	
	193	04/07/2011	STAY GRANTED - DUE 03/07/2012	
	192	04/07/2011	CLOSING JUDGE RODRIGUEZ-CHOMAT, JORGE	
	190	03/28/2011	DEFENSE ATTY PDEF/KUHL, RACHEL	
	189	03/25/2011	NOTICE ISSUED TO: DEFN HRG DATE 04/07/2011 REPORT	
	188	03/24/2011	REPORT RE: PLEA SET FOR 04/07/2011 AT 09:00	
	187	03/14/2011	VIOLATION OF PROBATION AFFIDAVIT FILED	
	186	03/10/2011	NOTICE ISSUED TO: DEFN HRG DATE 03/24/2011 REPORT	
	185	03/09/2011	REPORT RE: PROBATION SET FOR 03/24/2011 AT 09:05	
	184	02/11/2011	NOTICE ISSUED TO: DEFN HRG DATE 03/04/2011 MOTION	
	183	02/01/2011	MOTION TO TERMINATE PROBATION/COMMUNITY CONTROL FILED 02/01/2011 ORAL SET FOR 03/04/2011 AT 10:32 NO RULING	
	182	05/07/2010	ARRAIGNMENT HEARING SCHEDULED FOR 04/03/2009 AT 09:00	
	181	05/03/2010	JUDGMENT AND SENTENCE BOOK 27274 PAGE 4754	6
	180	05/03/2010	COMMITMENT ISSUED TO SHERIFF	

Image	Doc #	Action Date	Description	Pages
	179	04/23/2010	REPORT RE: CLARIFY SENTENCE SET FOR 04/26/2010 AT 09:00	
	178	04/12/2010	SENTENCING GUIDELINES SCORE SHEET	
	177	04/12/2010	MEMORANDUM OF COSTS AMOUNT 733.00	
	176	04/12/2010	STAY DUE DATE CHANGED BY CLERK FINC 00/00/0000 TO 8/12/2013	
	175	04/12/2010	STAY GRANTED - DUE 08/12/2013	
	174	04/12/2010	DISPOSITION TO DHSMV PURSUANT TO 322.055	
	173	04/12/2010	CLOSING JUDGE MARIN, ANTONIO	
	172	04/07/2010	DEPOSITION OF: OFC. ROLANDO COLLADA	
	170	03/26/2010	E-SUBPOENA: CORBIN, INGE ID: 030-06746 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/29/2010	
	169	03/26/2010	E-SUBPOENA: SILVIA, SCOTT ID: 030-03679 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010	
	168	03/26/2010	E-SUBPOENA: MC BEE, VINCENT ID: 030-02405 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: ACKN:	
	167	03/26/2010	E-SUBPOENA: COLLADA, ROLANDO ID: 030-02074 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010	
	166	03/26/2010	E-SUBPOENA: SYMONETTE, NORMAN ID: 030-02027 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 04/01/2010	
	165	03/26/2010	E-SUBPOENA: DORSEY, ELTON ID: 004-01514 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/29/2010	
	164	03/26/2010	E-SUBPOENA: PEREZ, ARIEL ID: 004-01329 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010	
	163	03/26/2010	E-SUBPOENA: RIOS, ROLANDO ID: 004-01269 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010	
	162	03/26/2010	E-SUBPOENA: VILLA, FERNANDO ID: 004-01197 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/29/2010	
	161	03/26/2010	E-SUBPOENA: CARTER, WILLIAM ID: 004-01163 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010	
	160	03/26/2010	E-SUBPOENA: SPITLER, GORDON ID: 004-01079 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010	
	159	03/26/2010	E-SUBPOENA: PEREZ, ISRAEL ID: 004-01063 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/30/2010	
	158	03/26/2010	NOTICE ISSUED TO: DEFN HRG DATE 04/12/2010 TRIAL	
	171	03/25/2010	AMENDED DISCOVERY EXHIBIT	
	157	03/25/2010	TRIAL HEARING SCHEDULED FOR 04/12/2010 AT 09:00 TRIAL HEARING RESET	
	156	03/19/2010	DEPOSITION OF: DET. ISRAEL PEREZ	
	155	03/15/2010	NOTICE ISSUED TO: DEFN HRG DATE 04/05/2010 TRIAL	
	154	03/10/2010	DEPOSITION OF: SSERGEANT NORMAN SYMONETTE	
	151	03/08/2010	E-SUBPOENA: CORBIN, INGE ID: 030-06746 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010	
	150	03/08/2010	E-SUBPOENA: SILVIA, SCOTT ID: 030-03679 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010	
	149	03/08/2010	E-SUBPOENA: MC BEE, VINCENT ID: 030-02405 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: ACKN:	
	148	03/08/2010	E-SUBPOENA: COLLADA, ROLANDO ID: 030-02074 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010	
	147	03/08/2010	E-SUBPOENA: SYMONETTE, NORMAN ID: 030-02027 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010	
	146	03/08/2010	E-SUBPOENA: GOMEZ, WILLIAM ID: 030-01967 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: ACKN:	
	145	03/08/2010	E-SUBPOENA: DORSEY, ELTON ID: 004-01514 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010	
	144	03/08/2010	E-SUBPOENA: PEREZ, ARIEL ID: 004-01329 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010	
	143	03/08/2010	E-SUBPOENA: RIOS, ROLANDO ID: 004-01269 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010	

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	142	03/08/2010	E-SUBPOENA: VILLA, FERNANDO ID: 004-01197 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010	
	141	03/08/2010	E-SUBPOENA: CARTER, WILLIAM ID: 004-01163 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010	
	140	03/08/2010	E-SUBPOENA: SPITLER, GORDON ID: 004-01079 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/10/2010	
	139	03/08/2010	E-SUBPOENA: PEREZ, ISRAEL ID: 004-01063 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010	
	153	03/05/2010	NOTICE OF TAKING DEPOSITION	
	152	03/05/2010	NOTICE OF UNAVAILABILITY OF COUNSEL ELIJAH LEVITT, ASA	
	138	03/04/2010	NOTICE ISSUED TO: DEFN HRG DATE 03/25/2010 REPORT	
	137	02/10/2010	DEPOSITION OF: DETECTIVE ELTON DORSEY	
	136	02/08/2010	DEPOSITION OF: DET. GORDON SPITLER	
	135	02/05/2010	NOTICE OF TAKING DEPOSITION	
	134	01/28/2010	NOTICE OF TAKING DEPOSITION	
	133	01/26/2010	DEPOSITION OF: DETECTIVE WILLIAM CARTER	
	132	01/25/2010	DEFENSE ATTY PDEF/MAVUNDA, RITA	
	131	01/19/2010	MOTION FOR CONTINUANCE FILED 01/19/2010 ORAL SET FOR 01/19/2010 AT 10:40 GRANTED DEFS	
	130	01/19/2010	TRIAL HEARING SCHEDULED FOR 04/05/2010 AT 09:00	
	129	01/19/2010	REPORT RE: PLEA/SOUNDING SET FOR 03/25/2010 AT 09:01	
	128	01/07/2010	REPORT RE: PLEA SET FOR 01/08/2010 AT 09:00	
	127	01/06/2010	DEPOSITION OF: DET. ARIEL PEREZ	
	126	01/06/2010	DEPOSITION OF: DET. ROLANDO RIOS	
	125	01/05/2010	NOTICE OF TAKING DEPOSITION	
	124	12/30/2009	NOTICE OF TAKING DEPOSITION RESCHEDULING	
	123	12/29/2009	NOTICE ISSUED TO: DEFN HRG DATE 01/19/2010 TRIAL	
	122	12/24/2009	NOTICE ISSUED TO: DEFN HRG DATE 01/07/2010 REPORT	
	103	12/23/2009	REPORT RE: PLEA/SOUNDING SET FOR 01/07/2010 AT 09:00	
	121	12/22/2009	E-SUBPOENA: CORBIN, INGE ID: 030-06746 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	120	12/22/2009	E-SUBPOENA: SILVIA, SCOTT ID: 030-03679 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	119	12/22/2009	E-SUBPOENA: MC BEE, VINCENT ID: 030-02405 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	118	12/22/2009	E-SUBPOENA: COLLADA, ROLANDO ID: 030-02074 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	117	12/22/2009	E-SUBPOENA: SYMONETTE, NORMAN ID: 030-02027 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	116	12/22/2009	E-SUBPOENA: GOMEZ, WILLIAM ID: 030-01967 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: ACKN:	
	115	12/22/2009	E-SUBPOENA: DORSEY, ELTON ID: 004-01514 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	114	12/22/2009	E-SUBPOENA: PEREZ, ARIEL ID: 004-01329 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	113	12/22/2009	E-SUBPOENA: RIOS, ROLANDO ID: 004-01269 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	112	12/22/2009	E-SUBPOENA: VILLA, FERNANDO ID: 004-01197 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	111	12/22/2009	E-SUBPOENA: CARTER, WILLIAM ID: 004-01163 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	110	12/22/2009	E-SUBPOENA: SPITLER, GORDON ID: 004-01079 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009	
	109	12/22/2009	E-SUBPOENA: PEREZ, ISRAEL ID: 004-01063 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 01/05/2010	
	108	12/17/2009	NOTICE ISSUED TO: DEFN HRG DATE 01/07/2010 REPORT	

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	107	12/04/2009	AMENDED DISCOVERY EXHIBIT	
	106	11/25/2009	NOTICE OF TAKING DEPOSITION	
	105	11/09/2009	MOTION FOR CONTINUANCE FILED 11/09/2009 ORAL SET FOR 11/09/2009 AT 10:32 GRANTED DEFS	
	104	11/09/2009	TRIAL HEARING SCHEDULED FOR 01/19/2010 AT 09:00	
	102	10/20/2009	DEFENSE ATTY PDEF/PUBLIC DEFENDER APPOINTMENT, AS	
	101	10/19/2009	NOTICE ISSUED TO: DEFN HRG DATE 11/09/2009 TRIAL	
	100	10/16/2009	REPORT RE: CONFLICT OF INTEREST SET FOR 10/20/2009 AT 09:00	
	99	10/12/2009	E-SUBPOENA: CORBIN, INGE ID: 030-06746 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009	
	98	10/12/2009	E-SUBPOENA: SILVIA, SCOTT ID: 030-03679 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/12/2009	
	97	10/12/2009	E-SUBPOENA: MC BEE, VINCENT ID: 030-02405 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/26/2009	
	96	10/12/2009	E-SUBPOENA: COLLADA, ROLANDO ID: 030-02074 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009	
	95	10/12/2009	E-SUBPOENA: SYMONETTE, NORMAN ID: 030-02027 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/12/2009	
	94	10/12/2009	E-SUBPOENA: GOMEZ, WILLIAM ID: 030-01967 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: ACKN:	
	93	10/12/2009	E-SUBPOENA: DORSEY, ELTON ID: 004-01514 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/15/2009	
	92	10/12/2009	E-SUBPOENA: PEREZ, ARIEL ID: 004-01329 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/12/2009	
	91	10/12/2009	E-SUBPOENA: RIOS, ROLANDO ID: 004-01269 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/14/2009	
	90	10/12/2009	E-SUBPOENA: VILLA, FERNANDO ID: 004-01197 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009	
	89	10/12/2009	E-SUBPOENA: CARTER, WILLIAM ID: 004-01163 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009	
	88	10/12/2009	E-SUBPOENA: SPITLER, GORDON ID: 004-01079 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009	
	87	10/12/2009	E-SUBPOENA: PEREZ, ISRAEL ID: 004-01063 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009	
	86	09/29/2009	NOTICE ISSUED TO: DEFN HRG DATE 10/16/2009 REPORT	
	85	09/25/2009	REPORT RE: CONFLICT OF INTEREST SET FOR 10/16/2009 AT 09:00	
	84	09/25/2009	DEFENSE ATTY PRIV/AMSTER, STEVEN EDWARD	
	83	09/25/2009	MOTION TO WITHDRAW AS ATTORNEY OF RECORD FILED 09/25/2009 ORAL SET FOR 09/25/2009 AT 13:10 GRANTED	
	82	09/21/2009	NOTICE ISSUED TO: DEFN/ATTY HRG DATE 09/25/2009 REPORT	
	81	09/21/2009	NOTICE ISSUED TO: DEFN/ATTY HRG DATE 09/25/2009 REPORT	
	80	09/18/2009	REPORT RE: ATTORNEY SET FOR 09/25/2009 AT 09:00	
	79	09/18/2009	REPORT RE: STATUS SET FOR 09/25/2009 AT 09:00	
	78	08/28/2009	NOTICE ISSUED TO: DEFN/ATTY HRG DATE 09/18/2009 REPORT	
	77	07/20/2009	MOTION TO/FOR: FOR RULE TO SHOW CAUSE/W.CARTER	
	76	07/20/2009	MOTION TO/FOR: FOR RULE TO SHOW CAUSE/F.VILLA	
	75	07/20/2009	MOTION TO/FOR: FOR RULE TO SHOW CAUSE/E.DORSEY	
	74	07/20/2009	MOTION TO/FOR: FOR RULE TO SHOW CAUSE/G.SPITLER	
	73	07/20/2009	MOTION TO/FOR: FOR FRULE TO SHOW CAUSE/I.PEREZ	
	72	07/20/2009	MOTION TO/FOR: FOR RULE TO SHOW CAUSE/A.PEREZ	
	71	07/20/2009	MOTION TO/FOR: FOR RULE TO SHOW CAUSE/R.RIOS	
	70	07/20/2009	MOTION TO/FOR: EXCLUDE "WILLIAMS RULE" EVEIDENCE	
	69	07/20/2009	DEMAND FOR DISCOVERY	
	68	07/20/2009	DEMAND FOR TRIAL BY JURY	

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	67	07/20/2009	NOTICE OF APPEARANCE AND PLEA STEVEN E. AMSTER, ESQ	
	66	07/20/2009	DEFENSE ATTY PDEF/MAVUNDA, RITA	
	65	07/20/2009	MOTION FOR CONTINUANCE FILED 07/20/2009 ORAL SET FOR 07/20/2009 AT 09:39 GRANTED DEFS	
	64	07/20/2009	TRIAL HEARING SCHEDULED FOR 11/09/2009 AT 09:00	
	63	07/20/2009	REPORT RE: STATUS SET FOR 09/18/2009 AT 09:00	
	61	07/13/2009	DEFENSE ATTY PDEF/ROBBINS, RANDI	
	60	07/08/2009	AMENDED DISCOVERY EXHIBIT	
	59	06/29/2009	NOTICE ISSUED TO: DEFN/ATTY HRG DATE 07/20/2009 TRIAL	
	58	06/26/2009	E-SUBPOENA: CORBIN INGE ID: 030-06746 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN: 06/30/2009	
	57	06/26/2009	E-SUBPOENA: SILVIA SCOT ID: 030-03679 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN: 06/26/2009	
	56	06/26/2009	E-SUBPOENA: COLLADA ROLA ID: 030-02074 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN: 06/27/2009	
	55	06/26/2009	E-SUBPOENA: SYMONETTE NORM ID: 030-02027 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN:	
	54	06/26/2009	E-SUBPOENA: GOMEZ WILL ID: 030-01967 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN:	
	53	06/24/2009	NOTICE OF TAKING DEPOSITION	
	52	06/23/2009	NOTICE OF TAKING DEPOSITION	
	51	06/23/2009	NOTICE OF INTENT TO RELY ON EVIDENCE OF OTH CRIMES,WRONGS,AC	
	48	06/22/2009	E-SUBPOENA: MC BEE VINC ID: 030-02405 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/22/2009 RECD/NOTFD: 06/22/2009 ACKN:	
	50	06/19/2009	MOTION TO COMPEL FURTHER DISCOVER	
	49	06/19/2009	NOTICE OF TAKING DEPOSITION	
	47	06/19/2009	DEFENSE ATTY PDEF/MAVUNDA, RITA	
	46	06/19/2009	MOTION TO COMPEL FILED 06/19/2009 ORAL SET FOR 06/19/2009 AT 11:38 GRANTED	
	45	05/29/2009	NOTICE ISSUED TO: DEFN HRG DATE 06/19/2009 REPORT	
	44	05/29/2009	NOTICE ISSUED TO: DEFN HRG DATE 06/19/2009 REPORT	
	43	05/13/2009	TRIAL UNIT ASSIGNED: GANG PROSECUTION	
	42	05/13/2009	TRIAL PROS. ASSIGNED: LEVITT, ELIJAH	
	41	05/05/2009	TRIAL HEARING SCHEDULED FOR 07/20/2009 AT 09:00	
	40	05/05/2009	MOTION TO REDUCE BOND FILED 04/15/2009 SET FOR 05/05/2009 AT 10:36 DENIED	
	39	05/05/2009	REPORT RE: PLEA SET FOR 06/19/2009 AT 09:00	
	38	05/05/2009	REPORT RE: STATUS SET FOR 06/19/2009 AT 09:00	
	37	04/16/2009	NOTICE ISSUED TO: DEFN HRG DATE 05/05/2009 REPORT	
	36	04/16/2009	NOTICE ISSUED TO: DEFN HRG DATE 05/05/2009 REPORT	
	35	04/16/2009	NOTICE ISSUED TO: DEFN HRG DATE 05/05/2009 REPORT	
	34	04/15/2009	MOTION TO/FOR: MOTION FOR REDUCTION OF BAIL	
	33	04/15/2009	REPORT RE: BOND REVIEW SET FOR 05/05/2009 AT 09:00	
	32	04/15/2009	REPORT RE: TRIAL DATE SET FOR 05/05/2009 AT 09:00	
	31	04/15/2009	REPORT RE: PLEA SET FOR 05/05/2009 AT 09:00	
	30	04/07/2009	NOTICE DISCOVERY AND DEMAND FOR BRADY MATERIAL	
	29	04/07/2009	MOTION TO/FOR: TO SUPRESS THE EVIDENCE	
	28	04/07/2009	MOTION TO/FOR: REDUCTION OF BAIL	
	27	03/30/2009	DEFENSE ATTY PDEF/PUBLIC DEFENDER APPOINTMENT, AS	
	26	03/26/2009	NOTICE ISSUED TO: DEFN HRG DATE 04/15/2009 REPORT	
	25	03/26/2009	NOTICE ISSUED TO: DEFN HRG DATE 04/15/2009 REPORT	
	24	03/25/2009	DISC EXHIBIT: STATE'S DEMAND FOR DEFN DISCV/DEMAND FOR ALIBI	
	23	03/25/2009	REPORT RE: TRIAL DATE SET FOR 04/15/2009 AT 09:00	
	22	03/25/2009	REPORT RE: PLEA SET FOR 04/15/2009 AT 09:00	

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			DESCRIPTION ASSESSED PAID BALANCE PUB DEFEND A 100.00 100.00 0.00 ADD'L FINE/F 225.00 150.00 75.00 CRM COMP TR 50.00 0.00 50.00 STATE LETTF 3.00 0.00 3.00 COUNTY LETTF 2.00 0.00 2.00 ADD'L COURT 65.00 0.00 65.00	
	20	03/11/2009	REPLCMNT SUR 85.00 0.00 85.00 CRIME PREV F 50.00 0.00 50.00 TEEN COURT F 3.00 0.00 3.00 PROSECUTION 100.00 0.00 100.00 COST OF DEFE 200.00 0.00 200.00 PAYMENT PLAN 25.00 25.00 0.00 TOTAL: 908.00 275.00 633.00 LAST ASSESSED: 04/07/2011 LAST PAYMENT: 04/05/2013	
	21	03/10/2009	AFFIDAVIT FOR INDIGENT STATUS - INDIGENT	
	19	03/09/2009	INFORMATION FILED	
	18	03/06/2009	WRITTEN PLEA OF NOT GUILTY	
	17	03/06/2009	ACKNOWLEDGEMENT OF APPOINTMENT OF PUBLIC DEFENDER	
	16	03/06/2009	ATTORNEY TYPE AT BOND HEARING PUBLIC DEFENDER	
	15	03/06/2009	FIRST APPEARANCE/BOND HEARING - P.M.	
	14	03/06/2009	ATTORNEY TYPE AT BOND HEARING PUBLIC DEFENDER	
	13	03/06/2009	FIRST APPEARANCE/BOND HEARING - A.M.	
	12	03/06/2009	FIRST APPEARANCE/BOND HEARING - A.M.	
	8	03/05/2009	FIRST APPEARANCE/BOND HEARING/RESET: BOND HEARING	
	7	03/05/2009	FIRST APPEARANCE/BOND HEARING - P.M.	
	6	03/05/2009	FIRST APPEARANCE/BOND HEARING/RESET: BOND HEARING	
	5	03/05/2009	FIRST APPEARANCE/BOND HEARING - A.M.	
	4	03/05/2009	NOTICE ISSUED TO: DEFN HRG DATE 03/25/2009 ARRGMT	
	11	03/04/2009	ARREST WARRANT ISSUED: 02/18/2009 SERVED 03/05/2009	
	10	03/04/2009	BOOKING DATE	
	9	03/04/2009	ARREST DATE	
	3	03/04/2009	ARRAIGNMENT HEARING SCHEDULED FOR 03/25/2009 AT 09:00	
	2	02/18/2009	INTAKE UNIT ASSIGNED: GANG PROSECUTION	
	1	02/18/2009	INTAKE ATTY ASSIGNED: LEVITT, ELIJAH	

Judge Assignment History

Court Events

Sentences

Financial Summary

Reopen History

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA 153

DIVISION

[X] CRIMINAL

JUDGMENT

[ ] Probation Violator [ ] Retrial

[ ] Community Control Violator [ ] Resentence

PLAINTIFF(S)	VS. DEFENDANT(S)
THE STATE OF FLORIDA	HECTOR OMAR SANTIAGO

CASE NUMBER: F09-005789

AKA:Hector Santiago, Hector O Santiago, Omar Hector Santiago

The Defendant, HECTOR OMAR SANTIAGO, being personally before this Court represented by

RACHEL KUHL,PD, his/her attorney of record.

The State represented by, NNEKA UZODINMA, Assistant State's Attorney, and having:

- entered plea of guilty

to the following crime(s):

CLOCK IN

COUNT	CRIME	DEGREE	OFFENSE STATUTE NO.
1	CANNABIS/SELL/DEL/POSN W/INT/1000FT SCHOOL	2/F	893.13(1)(C)2
2	CANNABIS/SELL/DEL/POSN W/INT/1000FT SCHOOL	2/F	893.13(1)(C)2
3	CANNABIS/SELL/DEL/POSN W/INT/1000FT SCHOOL	2/F	893.13(1)(C)2

and no cause being shown why the Defendant should not be adjudicated guilty, IT IS ORDERED THAT the Defendant is hereby ADJUDICATED GUILTY of the above crime(s).

Bk 27274 Pg 4754 CFN 20100303732 05/06/2010 11:28:01 Pg 1 of 6 Mia-Dade Cty, FL

Seq. No.	Date	Book/Page	Docket
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010
168	03/26/2010		E-SUBPOENA: MC BEE, VINCENT ID: 030-02405 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: ACKN:
167	03/26/2010		E-SUBPOENA: COLLADA, ROLANDO ID: 030-02074 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010
166	03/26/2010		E-SUBPOENA: SYMONETTE, NORMAN ID: 030-02027 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 04/01/2010
165	03/26/2010		E-SUBPOENA: DORSEY, ELTON ID: 004-01514 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/29/2010
164	03/26/2010		E-SUBPOENA: PEREZ, ARIEL ID: 004-01329 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010
163	03/26/2010		E-SUBPOENA: RIOS, ROLANDO ID: 004-01269 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010
162	03/26/2010		E-SUBPOENA: VILLA, FERNANDO ID: 004-01197 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/29/2010
161	03/26/2010		E-SUBPOENA: CARTER, WILLIAM ID: 004-01163 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010
160	03/26/2010		E-SUBPOENA: SPITLER, GORDON ID: 004-01079 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/26/2010
159	03/26/2010		E-SUBPOENA: PEREZ, ISRAEL ID: 004-01063 FOR: TRIAL ON 04/12/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/26/2010 RECD/NOTFD: 03/26/2010 ACKN: 03/30/2010
171	03/25/2010		AMENDED DISCOVERY EXHIBIT
157	03/25/2010		TRIAL HEARING SCHEDULED FOR 04/12/2010 AT 09:00 TRIAL HEARING RESET
156	03/19/2010		DEPOSITION OF: DET. ISRAEL PEREZ
154	03/10/2010		DEPOSITION OF: SSERGEANT NORMAN SYMONETTE
151	03/08/2010		E-SUBPOENA: CORBIN, INGE ID: 030-06746 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010
150	03/08/2010		E-SUBPOENA: SILVIA, SCOTT ID: 030-03679 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010
149	03/08/2010		E-SUBPOENA: MC BEE, VINCENT ID: 030-02405 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: ACKN:
148	03/08/2010		E-SUBPOENA: COLLADA, ROLANDO ID: 030-02074 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010
147	03/08/2010		E-SUBPOENA: SYMONETTE, NORMAN ID: 030-02027 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010
146	03/08/2010		E-SUBPOENA: GOMEZ, WILLIAM ID: 030-01967 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: ACKN:
145	03/08/2010		E-SUBPOENA: DORSEY, ELTON ID: 004-01514 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010
144	03/08/2010		E-SUBPOENA: PEREZ, ARIEL ID: 004-01329 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010
143	03/08/2010		E-SUBPOENA: RIOS, ROLANDO ID: 004-01269 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010
142	03/08/2010		E-SUBPOENA: VILLA, FERNANDO ID: 004-01197 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010
141	03/08/2010		E-SUBPOENA: CARTER, WILLIAM ID: 004-01163 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/08/2010
140	03/08/2010		E-SUBPOENA: SPITLER, GORDON ID: 004-01079 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/10/2010
139	03/08/2010		E-SUBPOENA: PEREZ, ISRAEL ID: 004-01063 FOR: TRIAL ON 04/05/2010 AT 09:00 ISSUED BY: CJIS
			SENT: 03/08/2010 RECD/NOTFD: 03/08/2010 ACKN: 03/09/2010
153	03/05/2010		NOTICE OF TAKING DEPOSITION
152	03/05/2010		NOTICE OF UNAVAILABILITY OF COUNSEL ELIJAH LEVITT, ASA

Seq. No.	Date	Book/Page	Docket
137	02/10/2010		DEPOSITION OF: DETECTIVE ELTON DORSEY
136	02/08/2010		DEPOSITION OF: DET. GORDON SPITLER
135	02/05/2010		NOTICE OF TAKING DEPOSITION
134	01/28/2010		NOTICE OF TAKING DEPOSITION
133	01/26/2010		DEPOSITION OF: DETECTIVE WILLIAM CARTER
132	01/25/2010		DEFENSE ATTY PDEF/MAVUNDA, RITA
131	01/19/2010		MOTION FOR CONTINUANCE FILED 01/19/2010 ORAL SET FOR 01/19/2010 AT 10:40 GRANTED DEFS
130	01/19/2010		TRIAL HEARING SCHEDULED FOR 04/05/2010 AT 09:00
129	01/19/2010		REPORT RE: PLEA/SOUNDING SET FOR 03/25/2010 AT 09:01
128	01/07/2010		REPORT RE: PLEA SET FOR 01/08/2010 AT 09:00
127	01/06/2010		DEPOSITION OF: DET. ARIEL PEREZ
126	01/06/2010		DEPOSITION OF: DET. ROLANDO RIOS
125	01/05/2010		NOTICE OF TAKING DEPOSITION
124	12/30/2009		NOTICE OF TAKING DEPOSITION RESCHEDULING
103	12/23/2009		REPORT RE: PLEA/SOUNDING SET FOR 01/07/2010 AT 09:00
121	12/22/2009		E-SUBPOENA: CORBIN, INGE ID: 030-06746 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
120	12/22/2009		E-SUBPOENA: SILVIA, SCOTT ID: 030-03679 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
119	12/22/2009		E-SUBPOENA: MC BEE, VINCENT ID: 030-02405 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
118	12/22/2009		E-SUBPOENA: COLLADA, ROLANDO ID: 030-02074 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
117	12/22/2009		E-SUBPOENA: SYMONETTE, NORMAN ID: 030-02027 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
116	12/22/2009		E-SUBPOENA: GOMEZ, WILLIAM ID: 030-01967 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: ACKN:
115	12/22/2009		E-SUBPOENA: DORSEY, ELTON ID: 004-01514 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
114	12/22/2009		E-SUBPOENA: PEREZ, ARIEL ID: 004-01329 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
113	12/22/2009		E-SUBPOENA: RIOS, ROLANDO ID: 004-01269 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
112	12/22/2009		E-SUBPOENA: VILLA, FERNANDO ID: 004-01197 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
111	12/22/2009		E-SUBPOENA: CARTER, WILLIAM ID: 004-01163 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
110	12/22/2009		E-SUBPOENA: SPITLER, GORDON ID: 004-01079 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 12/22/2009
109	12/22/2009		E-SUBPOENA: PEREZ, ISRAEL ID: 004-01063 FOR: TRIAL ON 01/19/2010 AT 09:00 ISSUED BY: CJIS SENT: 12/22/2009 RECD/NOTFD: 12/22/2009 ACKN: 01/05/2010
107	12/04/2009		AMENDED DISCOVERY EXHIBIT
106	11/25/2009		NOTICE OF TAKING DEPOSITION
105	11/09/2009		MOTION FOR CONTINUANCE FILED 11/09/2009 ORAL SET FOR 11/09/2009 AT 10:32 GRANTED DEFS
104	11/09/2009		TRIAL HEARING SCHEDULED FOR 01/19/2010 AT 09:00
102	10/20/2009		DEFENSE ATTY PDEF/PUBLIC DEFENDER APPOINTMENT, AS
100	10/16/2009		REPORT RE: CONFLICT OF INTEREST SET FOR 10/20/2009 AT 09:00
99	10/12/2009		E-SUBPOENA: CORBIN, INGE ID: 030-06746 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009
98	10/12/2009		E-SUBPOENA: SILVIA, SCOTT ID: 030-03679 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/12/2009
97	10/12/2009		E-SUBPOENA: MC BEE, VINCENT ID: 030-02405 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/26/2009

OCCUPATIONAL LICENSE FEE VOUCHER

Date 1/12/2023

Applicant Name: Hector Omar Santiago
(Please print)

Position/Title: Cook II
(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, Calder Casino & Race Course agrees to remit to the Division:

❑ $50 (1-year license) ☑ ~~$100~~ (3-year license) ❑ Upgrade Fee $ _____

Human Resources Authorized Signature

For Accounting use only.

White-DBPR • Yellow-HR

Seq. No.	Date	Book/Page	Docket
95	10/12/2009		E-SUBPOENA: COLLADA, ROLANDO ID: 030-02074 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009
95	10/12/2009		E-SUBPOENA: SYMONETTE, NORMAN ID: 030-02027 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/12/2009
94	10/12/2009		E-SUBPOENA: GOMEZ, WILLIAM ID: 030-01967 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: ACKN:
93	10/12/2009		E-SUBPOENA: DORSEY, ELTON ID: 004-01514 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/15/2009
92	10/12/2009		E-SUBPOENA: PEREZ, ARIEL ID: 004-01329 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/12/2009
91	10/12/2009		E-SUBPOENA: RIOS, ROLANDO ID: 004-01269 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/14/2009
90	10/12/2009		E-SUBPOENA: VILLA, FERNANDO ID: 004-01197 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009
89	10/12/2009		E-SUBPOENA: CARTER, WILLIAM ID: 004-01163 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009
88	10/12/2009		E-SUBPOENA: SPITLER, GORDON ID: 004-01079 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009
87	10/12/2009		E-SUBPOENA: PEREZ, ISRAEL ID: 004-01063 FOR: TRIAL ON 11/09/2009 AT 09:00 ISSUED BY: CJIS SENT: 10/12/2009 RECD/NOTFD: 10/12/2009 ACKN: 10/13/2009
85	09/25/2009		REPORT RE: CONFLICT OF INTEREST SET FOR 10/16/2009 AT 09:00
84	09/25/2009		DEFENSE ATTY PRIV/AMSTER, STEVEN EDWARD
83	09/25/2009		MOTION TO WITHDRAW AS ATTORNEY OF RECORD FILED 09/25/2009 ORAL SET FOR 09/25/2009 AT 13:10 GRANTED
80	09/18/2009		REPORT RE: ATTORNEY SET FOR 09/25/2009 AT 09:00
79	09/18/2009		REPORT RE: STATUS SET FOR 09/25/2009 AT 09:00
77	07/20/2009		MOTION TO/FOR: FOR RULE TO SHOW CAUSE/W.CARTER
76	07/20/2009		MOTION TO/FOR: FOR RULE TO SHOW CAUSE/F.VILLA
75	07/20/2009		MOTION TO/FOR: FOR RULE TO SHOW CAUSE/E.DORSEY
74	07/20/2009		MOTION TO/FOR: FOR RULE TO SHOW CAUSE/G.SPITLER
73	07/20/2009		MOTION TO/FOR: FOR FRULE TO SHOW CAUSE/I.PEREZ
72	07/20/2009		MOTION TO/FOR: FOR RULE TO SHOW CAUSE/A.PEREZ
71	07/20/2009		MOTION TO/FOR: FOR RULE TO SHOW CAUSE/R.RIOS
70	07/20/2009		MOTION TO/FOR: EXCLUDE "WILLIAMS RULE" EVEIDENCE
69	07/20/2009		DEMAND FOR DISCOVERY
68	07/20/2009		DEMAND FOR TRIAL BY JURY
67	07/20/2009		NOTICE OF APPEARANCE AND PLEA STEVEN E. AMSTER, ESQ
66	07/20/2009		DEFENSE ATTY PDEF/MAVUNDA, RITA
65	07/20/2009		MOTION FOR CONTINUANCE FILED 07/20/2009 ORAL SET FOR 07/20/2009 AT 09:39 GRANTED DEFS
64	07/20/2009		TRIAL HEARING SCHEDULED FOR 11/09/2009 AT 09:00
63	07/20/2009		REPORT RE: STATUS SET FOR 09/18/2009 AT 09:00
61	07/13/2009		DEFENSE ATTY PDEF/ROBBINS, RANDI
60	07/08/2009		AMENDED DISCOVERY EXHIBIT
58	06/26/2009		E-SUBPOENA: CORBIN INGE ID: 030-06746 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN: 06/30/2009
57	06/26/2009		E-SUBPOENA: SILVIA SCOT ID: 030-03679 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN: 06/26/2009
56	06/26/2009		E-SUBPOENA: COLLADA ROLA ID: 030-02074 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN: 06/27/2009
55	06/26/2009		E-SUBPOENA: SYMONETTE NORM ID: 030-02027 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN:
54	06/26/2009		E-SUBPOENA: GOMEZ WILL ID: 030-01967 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/26/2009 RECD/NOTFD: 06/26/2009 ACKN:
53	06/24/2009		NOTICE OF TAKING DEPOSITION
52	06/23/2009		NOTICE OF TAKING DEPOSITION
51	06/23/2009		NOTICE OF INTENT TO RELY ON EVIDENCE OF OTH CRIMES,WRONGS,AC
48	06/22/2009		E-SUBPOENA: MC BEE VINC ID: 030-02405 FOR: TRIAL ON 07/20/2009 AT 09:00 ISSUED BY: CJIS SENT: 06/22/2009 RECD/NOTFD: 06/22/2009 ACKN:

Seq. No.	Date	Book/Page	Docket
50	06/19/2009		MOTION TO COMPEL FURTHER DISCOVER
49	06/19/2009		NOTICE OF TAKING DEPOSITION
47	06/19/2009		DEFENSE ATTY PDEF/MAVUNDA, RITA
46	06/19/2009		MOTION TO COMPEL FILED 06/19/2009 ORAL SET FOR 06/19/2009 AT 11:38 GRANTED
43	05/13/2009		TRIAL UNIT ASSIGNED: GANG PROSECUTION
42	05/13/2009		TRIAL PROS. ASSIGNED: LEVITT, ELIJAH
41	05/05/2009		TRIAL HEARING SCHEDULED FOR 07/20/2009 AT 09:00
40	05/05/2009		MOTION TO REDUCE BOND FILED 04/15/2009 SET FOR 05/05/2009 AT 10:36 DENIED
39	05/05/2009		REPORT RE: PLEA SET FOR 06/19/2009 AT 09:00
38	05/05/2009		REPORT RE: STATUS SET FOR 06/19/2009 AT 09:00
34	04/15/2009		MOTION TO/FOR: MOTION FOR REDUCTION OF BAIL
33	04/15/2009		REPORT RE: BOND REVIEW SET FOR 05/05/2009 AT 09:00
32	04/15/2009		REPORT RE: TRIAL DATE SET FOR 05/05/2009 AT 09:00
31	04/15/2009		REPORT RE: PLEA SET FOR 05/05/2009 AT 09:00
30	04/07/2009		NOTICE DISCOVERY AND DEMAND FOR BRADY MATERIAL
29	04/07/2009		MOTION TO/FOR: TO SUPRESS THE EVIDENCE
28	04/07/2009		MOTION TO/FOR: REDUCTION OF BAIL
27	03/30/2009		DEFENSE ATTY PDEF/PUBLIC DEFENDER APPOINTMENT, AS
24	03/25/2009		DISC EXHIBIT: STATE'S DEMAND FOR DEFN DISCV/DEMAND FOR ALIBI
23	03/25/2009		REPORT RE: TRIAL DATE SET FOR 04/15/2009 AT 09:00
22	03/25/2009		REPORT RE: PLEA SET FOR 04/15/2009 AT 09:00
21	03/10/2009		AFFIDAVIT FOR INDIGENT STATUS - INDIGENT
19	03/09/2009		INFORMATION FILED
18	03/06/2009		WRITTEN PLEA OF NOT GUILTY
17	03/06/2009		ACKNOWLEDGEMENT OF APPOINTMENT OF PUBLIC DEFENDER
16	03/06/2009		ATTORNEY TYPE APPOINTED AT BOND HEARING PUBLIC DEFENDER
15	03/06/2009		FIRST APPEARANCE/BOND HEARING - P.M.
14	03/06/2009		ATTORNEY TYPE APPOINTED AT BOND HEARING PUBLIC DEFENDER
13	03/06/2009		FIRST APPEARANCE/BOND HEARING - A.M.
12	03/06/2009		FIRST APPEARANCE/BOND HEARING - A.M.
8	03/05/2009		FIRST APPEARANCE/BOND HEARING/RESET: BOND HEARING
7	03/05/2009		FIRST APPEARANCE/BOND HEARING - P.M.
6	03/05/2009		FIRST APPEARANCE/BOND HEARING/RESET: BOND HEARING
5	03/05/2009		FIRST APPEARANCE/BOND HEARING - A.M.
3	03/04/2009		ARRAIGNMENT HEARING SCHEDULED FOR 03/25/2009 AT 09:00
1	02/18/2009		INTAKE ATTY ASSIGNED: LEVITT, ELIJAH

Seq. No.	Date	Book/Page	Docket
	12/01/2005		MEMO FROM STATE ATTORNEY / PUBLIC DEFENDER
	11/15/2005		ARRAIGNMENT HEARING SCHEDULED FOR 12/01/2005 AT 09:45
6	11/03/2005		ACKNOWLEDGEMENT OF APPOINTMENT OF PUBLIC DEFENDER
4	11/01/2005		INFORMATION FILED
3	10/19/2005		ROR AMT/ 0 ISSUED 10/19/2005 POWER/
1	10/19/2005		FIRST APPEARANCE/JAIL ARRAIGNMENT - A.M.
39	01/30/2005		00003 M/ 877.03 DISORDERLY CONDUCT NG J DISP/REDUCED/TRN CNTY CRT-MODIFIED/REMOVED
38	01/30/2005		00002 M/ 784.03 BATTERY NG J DISP/REDUCED/TRN CNTY CRT-MODIFIED/REMOVED
37	01/30/2005		00001 M/ 784.03 BATTERY NG J DISP/REDUCED/TRN CNTY CRT-MODIFIED/REMOVED

Licenses

Licensee Search

Page 1 of 1. 0 total matches.

Search Parameters
Govt. Number: [redacted]
Date of Birth:
First Name:
Middle Name:
Last Name: Santiago
Sex:
Commission:
License Type:

Master ID	Last Name	First Name	Middle Name	SSN/Federal ID	Rulings	Birth Date	City	State

Licensees Rulings Horse Tracking Bulletin Board Preferences Log Off

7. Discussion of final orders pursuant to request for respondent

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Emily Alvarado, Deputy Chief Attorney
Re: FGCC v. Rene Morales Moreno Case No. 2022-047903; Final Order
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the permanent exclusion of Rene Morales Moreno ("Respondent") from all pari-mutuel and slot facilities in the state of Florida. Respondent was properly served with an Administrative Complaint and an Election of Rights form. Respondent submitted an executed Election of Rights form indicating that they do not dispute the allegations of material fact in the Administrative Complaint and waive their right to any form of hearing. Respondent requests that a final order be entered imposing a penalty in this case. Therefore, the Florida Gaming Control Commission should enter a final order excluding Respondent from all pari-mutuel and slot facilities in the state of Florida.

Background

On September 17, 2022, Respondent was a patron of Magic City Casino.[1] Respondent was seen via surveillance footage switching cards with another patron at a poker table. Respondent was ejected and permanently excluded from Magic City Casino[2] on September 17, 2022.

Based on his ejection and exclusion from Magic City Casino, the Division served Respondent with an administrative complaint seeking his exclusion from all pari-mutuel and slot facilities in the state of Florida. Respondent received the complaint alongside an Election of Rights form, which he executed and sent back to the Division on January 6, 2022. Respondent did not dispute the allegations contained within the administrative complaint, waived his right to any form of hearing, and requested that the Commission enter a final order imposing a penalty and fine.

[1] Magic City Casino is operated by a pari-mutuel wagering permitholder that also possesses a slot machine and cardroom license.
[2] Pari-mutuel permitholders and slot machine licensees have the right to exclude patrons. §§ 550.0251(6); 551.112, Fla. Stat.

Analysis
Respondent can be excluded from all pari-mutuel and slot machine facilities in this state. Section 550.0251(6), Florida Statutes, provides, in relevant part, that "[t]he division may exclude from any pari-mutuel facility within this state any person who has been ejected from a pari-mutuel facility in this state." Likewise, section 551.112, Florida Statutes, provides, in relevant part "[t]he division 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." Magic City Casino is both a pari-mutuel facility and slot machine licensee in this state. And Respondent was ejected from it. Accordingly, Respondent can be excluded from all pari-mutuel and slot machine facilities in this state. Therefore, the Florida Gaming Control Commission may enter a final order excluding Respondent from all pari-mutuel and slot machine facilities in this state.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order permanently excluding Rene Morales Moreno from all pari-mutuel and slot machine facilities in this state.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 11/16/2022
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.: 2022-047903

RENE MORALES MORENO,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Rene Morales Moreno ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering, slot machines, and cardroom operations pursuant to Chapters 550, 551, and 849, Florida Statutes.

2. At all times material hereto, Respondent's address was reported as 29970 Southwest 145th Court Homestead, Florida 33033.

3. At all times material hereto, Magic City Casino was a facility operated by a permitholder authorized to conduct pari-mutuel wagering, slot machines, and cardroom operations in the State of Florida.

4. On or about September 17, 2022, Respondent was a patron of Magic City Casino.

5. On or about September 17, 2022, Respondent was ejected and permanently excluded from Magic City Casino.

6. Respondent was permanently excluded for the reasons alleged in Exhibit 1.

7. 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).

8. 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 supplied).

9. 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 Magic City Casino on or about September 17, 2022.

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, 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 2022-047903 is signed this 8th day of November 2022.

/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
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Alvarado@fgcc.fl.gov
Secondary: Ebonie.Lanier@fgcc.fl.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.

Lic Type	**1098 - Unlicensed Complaints**			Status **90 Closed**	Status Date **11/07/2022**
Complaint #	**2022047903**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**MORALES MORENO, RENE**	Responsible **tsmith2 - SMITH, TYRELL**	**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Cla 'n	**V-C - Cardroom Violations**	Complexity	**R Regular**
Security	**STND - Standard**	Incident	**09/17/2022**
Region	**SR - Southern Region**	Received	**10/04/2022**
Reference	**550.0251(6)**		
Entered	**10/05/2022**	Entered By	**Imuniz**

Summary: **155-West Flagler Associates, LTD ---------- / ---------- . Powers and duties of the Florida Gaming Control Commission: On September 22, 2022, this Investigator received a Magic City Casino weekly exclusion list from Magic City Casino Internal Auditor Yadelin Crespo. On September 26, 2022, upon reviewing the list, this Investigator found that the listed Patrons were excluded from the facility for cheating . On September 26, 2022, this Investigator requested and received copies of the incident reports and all supporting documentation of the incident from Magic City Director of Compliance and Safety Julie Noonan. According to the incident report, the Patrons who were identified as Joel Orozco Rodriguez and Rene Morales MORENO were permanently excluded from the facility for switching cards during a live Poker game. Both were advised by Security that they were being permanently excluded from the facility for their actions.**

Updated **11/07/2022 14:39:40** By **Imuniz**

☐ 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

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**October 5, 2022**	**2022 04 7903**

Respondent:	Complainant:
MORALES MORENO, RENE [redacted]	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309** **TEL (954) 202-3900**

License # and Type:	Profession:	Report Date:
N/A / 1098	**Patron**	**October 25, 2022**

Period of Investigation:	Type of Report:
October 5, 2022 through October 25, 2022	**Final**

Alleged Violation: 550.0251 Powers and duties of the Florida Gaming Control Commission.—The commission shall administer this chapter and regulate the pari-mutuel industry under this chapter and the rules adopted pursuant thereto, and:

(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. The commission may authorize any person who has been ejected or excluded from pari-mutuel facilities in this state or another state to attend the pari-mutuel facilities in this state upon a finding that the attendance of such person at pari-mutuel facilities would not be adverse to the public interest or to the integrity of the sport or industry; however, this subsection shall not be construed to abrogate the common-law right of a pari-mutuel permit holder to exclude absolutely a patron in this state.

Synopsis: On September 22, 2022, this Investigator received an email from Magic City Casino Internal Auditor Yadelin Crespo containing an updated and weekly exclusion list for the facility. Upon review of the list, this Investigator noticed that on September 17, 2022, Patrons Rene **MORALES MORENO** and Joel Orozco Rodriguez were added to the list and permanently excluded for cheating. **(EXHIBIT #3)**

On September 26, 2022, this Investigator requested and received copies of the incident reports and all supporting documentation of the incident from Magic City Director of Compliance and Safety Julie Noonan. According to the incident report, the Patrons were observed by the Surveillance Department Switching cards with each other during a live Poker game. As a result of their actions both men were permanently excluded from the facility.

On October 4, 2022, a copy of video footage was obtained from Surveillance Director Octavio Jacques. **(EXHIBIT #4)**

Related Case(s): 2022-04-7909

Investigator / Date: October 25, 2022	Investigator Supervisor / Date
Tyrell D. Smith /	Julio Minaya / November 4, 2022

Chief of Investigations / Date

/S/ Steven E. Kogan

Steven E. Kogan / November 7, 2022

CONTINUATION

Further investigation into this matter and a review of Magic City Casino Incident Report IN20220004441, revealed that on September 17, 2022, at approximately 6:10 P.M., the Surveillance Department notified Security Supervisor Jose Guevara that assistance was needed in the Poker Room due to two males cheating and switching cards. Guevara along with Miami Police responded to the Poker room and met with Poker Supervisor Kim Jenkins. After speaking with Jenkins, Guevara and Miami Police responded to Designated Player (DP) table #21 and made contact with the two individuals who were identified as Rene **MORALES MORENO** and Joel Orozco Rodriguez. After making contact with both individuals, **MORALES MORENO** and Orozco Rodriguez were and taken to the Security Office where they were informed of the Casino Rules as they pertain to cheating. They were each given a Magic City Casino Trespass Form which they both acknowledged and signed. Both men were then informed by Guevara that they were being permanently excluded from the facility. Both men were allowed to leave the premises without further incident. **(EXHIBIT #2)**

On October 4, 2022, this investigator conducted a video review of the incident which revealed the following:

At approximately 6:01 P.M., both individuals were observed seated at DP table #21. **MORALES MORENO** is seated in seat #1 and Orozco Rodriguez is seated to **MORALES MORENO's** right in seat #2. The Dealer, Karen Lazo Seda, deals each player their cards and **MORALES MORENO** and Orozco Rodriguez pick up their cards from the table and look at them. Orozco Rodriguez is then observed leaning over towards **MORALES MORENO** at which time **MORALES MORENO** shows Orozco Rodriguez his cards. They engage in conversation and Orozco Rodriguez takes a card from **MORALES MORENO's** hand, places it in his hand and then drops a card from his hand on the table. Orozco Rodriguez then pushes the card that he dropped on the table towards **MORALES MORENO** and **MORALES MORENO** picks up the card and co-mingles it with his other cards. **MORALES MORENO** then shows Orozco Rodriguez his hand again and Orozco Rodriguez points to a bet on the table and **MORALES MORENO** places his cards and chips on the table on the bet that Orozco Rodriguez had pointed to. Both continue to talk during the game with Orozco Rodriguez showing **MORALES MORENO** the cards in his hands.

A few minutes later Assistant Poker Supervisor Richard Da Costa was observed on video footage looking at the card shuffler and looking at **MORALES MORENO** and Orozco Rodriguez's cards. Da Costa is then observed changing the 8 of Diamond card from **MORALES MORENO's** hand and replaces it with the Queen of Clubs card from Orozco Rodriguez's hand. The game was allowed to continue and the actual winner was paid the winning hand. Shortly thereafter Poker Supervisor Kim Jenkins is observed at the table speaking to Security Supervisor Jose Guevara who requested the assistance of the police. Police enter the card room and both men are allowed to cash their remaining chips at the Poker Cage before being escorted by Security and Police to the security office. Once there they were processed and permanently excluded from the facility.

On October 11, 2022, this Investigator spoke with Poker Supervisor Kim Jenkins in reference to this incident. Jenkins confirmed that he was the Supervisor working the card room on the evening of September 17, 2022, when he was called over to Table #21 by Poker Dealer Karen Lazo Seda in reference to Orozco Rodriguez and **MORALES MORENO** cheating. He did not go to the table, instead he contacted the Surveillance Department and requested video review of (DP) Table #21.

Jenkins stated that while surveillance conducted their review of Table #21, Assistant Poker Supervisor Da Costa went to the table to inquire as to what was going on. After confirmation from Surveillance that Orozco Rodriguez and **MORALES MORENO** had switched cards during a live Poker game, Jenkins said that he contacted Security to respond to the poker room and have them removed. Jenkins further stated that once Security and Miami Police arrived, he and Guevara approached both men and both were allowed to cash their remaining chips before being escorted to the Security Office.

On October 20, 2022, this Investigator spoke to Dealer Daniel Quintana in reference to this incident. Quintana stated that on the day of the incident he was walking to table #21 to change shifts with Poker Dealer Karen Lazo Seda when he witnessed the player in seat #1 and seat #2 talking to each other and showing each other their cards.

CONTINUATION

He told Lazo Seda what he had observed and she immediately stopped the game and requested a supervisor. A few seconds later Assistant Poker Supervisor Richard Da Costa arrived and conducted a history check of the cards dealt through the card shuffler.

Quintana explained that the shuffler gives an account as to what cards were dealt to each seat in case incidents similar to this one occur. After checking the shuffler, Da Costa then changed the cards in **MORALES MORENO** and Orozco Rodriguez's hands to reflect what the shuffler's history had retained and stored in its memory bank regarding who had been dealt which cards. Quintana further stated that while Da Costa conducted a check of the card shuffler, Jenkins was waiting on surveillance to complete their review of Table #21. After a few minutes surveillance concluded that **MORALES MORENO** and Orozco Rodriguez had switched cards and as a result of their actions they were removed from the card room.

On October 25, 2022, this Investigator spoke with Magic City Assistant Poker Supervisor Richard Da Costa in reference to this incident. Da Costa corroborated the statements made by Quintana in reference to checking the shuffler and rearranging the cards in **MORALES MORENO** and Orozco Rodriguez's hands. He also added that the Player who was seated to the dealers left **(MORALES MORENO)** would have been paid the Big Bonus Payout had they not been caught.

Case closed by Investigations and forwarded to Legal for review and possible statewide exclusion from all PMW facilities.

CONTINUATION

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Incident File Full Report

iTrak Incident Reporting and Risk Management System Version 2020.1.0.05202

Incident Number: IN20220004441
Date/Time Occurred: 9/17/2022 6:12:20 PM
Day of Week: Saturday

Printed By: bortega

Printed On: 9/26/2022 at 11:22:09 AM

EXHIBIT # - 1
PAGE # - 1

Incident File Full Report

Incident File #IN20220004441

		Record Creation Details	
Date/Time Occurred:	9/17/2022 6:12:20 PM	Department:	Security
Day of Week Occurred:	Saturday		
Date/Time Created:	9/17/2022 8:57:00 PM		
Date/Time Closed:			
Closed By:			

Location of Incident:

Property:	Magic City Casino
Location:	Poker Room
Sublocation:	Security Vestibule

Details of Incident:

Daily Log #:	DL20220033463
Reference:	CHEATING
Incident Type:	Cheating
Specific:	Switching cards in the poker room
Category:	
Risk Classification:	
Incident Status:	Open
Custom 3:	
Custom 4:	

Synopsis:

On Saturday September 17th 2022, at approximately 6:10 P.M, Surveillance advised the Security Supervisor assistance was needed in the Poker Room. The Security Supervisor responded to the location. Upon arrival, the Security Supervisor was advised by the Poker Room Supervisor of two male patrons seated at Table 21 Seat 1 and Seat 2 who were cheating (Switching Cards). The Security Supervisor approached the two patrons at Table 21 and escorted them to the Security Office. The Security Supervisor alongside MPD advised the patrons of the Casino's Rules and Regulations regarding cheating. The patrons acknowledged and signed the Trespass Warning Forms. The patrons left property shortly thereafter. The patrons are excluded permanently.

Checklist:

Narrative:

On Saturday September 17th 2022, at approximately 6:10 P.M, Surveillance advised Security Supervisor Jose Guevara's assistance was needed in the Poker Room. S.S Guevara responded to the location. Upon arrival at the Poker Room, S.S Guevara was advised Poker Room Supervisor Kim Ty Jenkins () of two male patrons seated at Table 21 later identified as Rene Morales Moreno at Seat 1 and Joel Orozco Rodriguez at Seat 2 who were cheating (Switching Cards). S.S Guevara approached Mr. Orozco Rodriguez and Mr. Morales Moreno at Table 21 and escorted them to the Security Office. S.S Guevara alongside MPD advised Mr. Orozco Rodriguez and Mr. Morales Moreno of the Casino's Rules and Regulations regarding cheating. Mr.

EXHIBIT #-1
PAGE # -2

Reporting Party:

Supervisor:

Orozco Rodriguez and Mr. Morales Moreno acknowledged and signed the Trespass Warning Forms. Mr. Orozco Rodriguez and Mr. Morales Moreno left property shortly thereafter. Mr. Orozco Rodriguez and Mr. Morales Moreno are excluded permanently.

Upon video review, at approximately 6:02 P.M, Mr. Orozco Rodriguez and Mr. Morales Moreno can be observed speaking with each other showing one another their respective hands. Mr. Orozco Rodriguez can be observed putting one card face down on the table and Mr. Morales Moreno picks it up and gives Mr. Orozco Rodriguez a card from his own hand.

Executive Brief:

Participants Involved:

Personnel

Full Name:	GUEVARA, JOSE LUIS	Property:	Magic City Casino
Role:	Security Supervisor	Department:	Security
Date Of Birth:			

Subject

Full Name:	Orozco Rodriguez, Joel	Company:	
Role:	Patron		
Date Of Birth:	[redacted]		
Address:			
Contact Info:			

Full Name:	Morales Moreno, Rene	Company:	
Role:	Patron		
Date Of Birth:	[redacted]		
Address:			
Contact Info:			

Ban/Watch Details

Full Name	Ban/Watch	Start Date	End Date
Orozco Rodriguez, Joel	Ban	9/17/2022	Permanent

Type Of Ban: Permanent **Notes:**

Reason For Ban: Cheating

Identification: Driver's License

Morales Moreno, Rene	Ban	9/17/2022	Permanent

Type Of Ban: Permanent **Notes:**

EXHIBIT # -1
PAGE # -3

Reporting Party:

Supervisor:

Incident File Full Report

Incident File #IN20220004441

Reason For Ban: Cheating

Identification: Unknown

List of Attached Records:

Record Type	Summary	Attached By	Date Attached
iDispatch	Dispatch#: DS20220006283 - Daily Log#: DL20220033463 - Call Time: 17/09/2022 18:12:20 - Dispatch Code: APPROACHING PATRON - Dispatch Subcode: - Dispatch Level: - Dispatch Emergency Type: - Property: Magic City Casino - Location: Poker Room - Sublocation: Security Vestibule - Dispatch Status: Cleared	jguevara08	9/17/2022

EXHIBIT # -1
PAGE # -4

Reporting Party:

Supervisor:

Printed: 9/26/2022 11:22:09 AM

MAGIC CITY
CASINO

TRESPASS WARNING

NAME / LAST NAME: Rene Morales Moreno

DRIVER LICENSE # N/A D.O.B. [redacted]

ADDRESS: N/A CITY: N/A ST: N/A ZIP: N/A

RACE: Hispanic SEX: M HEIGHT: 5'-07" WEIGHT: 190 HAIR: Brown EYES: Brown

REASON FOR TRESPASSING: Cheating / Switching Cards

The above-named person was advised to stay off MAGIC CITY CASINO property for a period of:

☐ 24 Hrs ☐ 3 Days ☐ 7 Days ☐ 30 Days ☐ 3 Months ☐ 6 Months ☐ 1 Year ☐ 2 Year ☑ Permanent

This warning was given on 9/17/22 at 6:30PM hours.

If the above-named person returns onto said property during the stated period of time, it may result in his/her ARREST for Criminal Trespass, in accordance with the applicable provisions of Chapter 810 Florida Statutes. Additionally, MAGIC CITY CASINO may permanently withhold any winnings from the above-named person that were won during the stated period of time.

[redacted]

PAGE # - 1

Date	Last Name	First Name	DOB	Gender
9/17/2022	Morales Moreno	Rene	[redacted]	Male
[redacted]				

EXHIBIT # 3
PAGE # 1

Race	Address	City	State
Hispanic			
Hispanic	[redacted]		
	[redacted]		

EXHIBIT # -3
PAGE # -2

Zip	Height	Weight	Hair Color	Eye Color	Build	Length
[redacted]						
33010	5'8	141	Black	Brown	Normal	Permanent
[redacted]						

EXHIBIT # -3
PAGE # -3

Incident Type	Report#	Photo Taken	Arrested
[redacted]			
Cheating	IN2022004441	Y	N
[redacted]			

EXHIBIT # -3
PAGE # -4

Driver's License	Location	Sublocation
	Poker Room	Security Vestibule
[redacted]	Poker Room	Security Vestibule
[redacted]		

EXHIBIT # -3
PAGE # -5

State of Florida
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations

PROPERTY RECEIPT

Complaint # 202204-790B Date 10/4/22 Lab # _____

Item No.	Quantity	Description
1	1	USB CONTAINING VIDEO FOOTAGE OF CHEATING INCIDENT 9-17-22 MORENO / RODRIGUEZ.
		LAST ITEM

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.

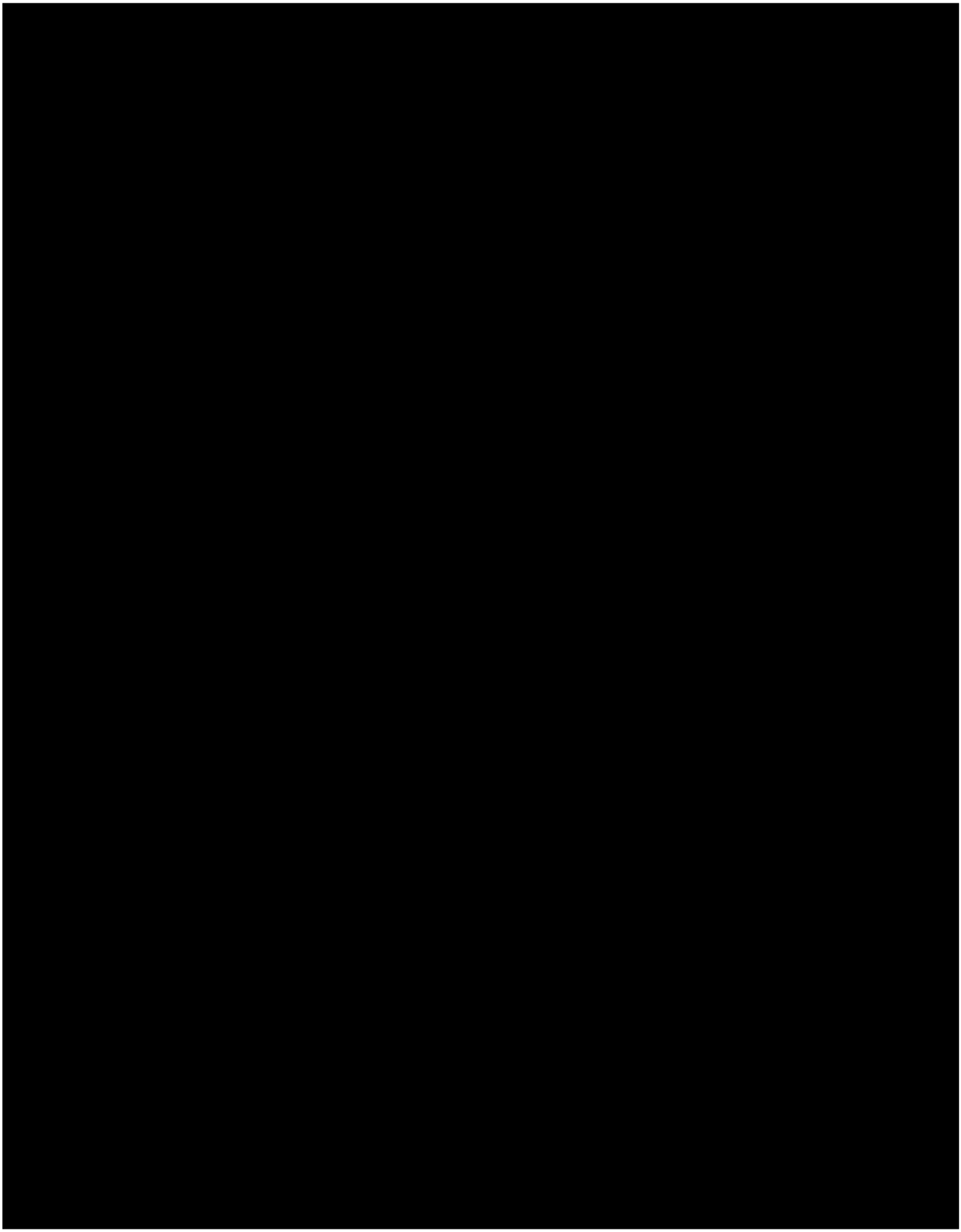
Signature Date

Received by: _____ Date: _____
Received by: _____ Date: _____
Received by: _____ Date: _____

Copies for: File, Transmittal, Laboratory, Property Receipt

EXHIBIT # 4
PAGE # 1

Form FGCC 11-75 (Revised 07/22)



Lic Type	**1098 - Unlicensed Complaints**			Status	**20 Under Inve tigation**	Status Date	**10/05/2022**
Complaint #	**2022047903**	Case Type	**CMP Complaint**	Disposition		Disposition Date	
Docket#		Re pondent	**MORALES MORENO, RENE**	Re pon ible	**tsmith2 - SMITH, TYRELL**		**Private Ca e**

Complaint | Re pondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
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Region	**SR - Southern Region**	Received	**10/04/2022**
Reference	**550.0251(6)**		
Entered	**10/05/2022**	Entered By	**lmuniz**

Summary

155-West Flagler Associates, LTD ---------- / ---------- . Powers and duties of the Florida Gaming Control Commission: On September 22, 2022, this Investigator received a Magic City Casino weekly exclusion list from Magic City Casino Internal Auditor Yadelin Crespo. On September 26, 2022, upon reviewing the list, this Investigator found that the listed Patrons were excluded from the facility for cheating . On September 26, 2022, this Investigator requested and received copies of the incident reports and all supporting documentation of the incident from Magic City Director of Compliance and Safety Julie Noonan. According to the incident report, the Patrons who were identified as Joel Orozco Rodriguez and Rene Morales MORENO were permanently excluded from the facility for switching cards during a live Poker game. Both were advised by Security that they were being permanently excluded from the facility for their actions.

Updated **10/05/2022 08:55:01** By **lmuniz**

Parties | Activities | Allegation | Di cipline | Violation | Compliance | Related | Di po ition | In pection | Co t | Time Tracking | Auto A ign | Attachment | Hi tory | Work Note | Print Report

Change | Save | OK | Cancel | Back

Get Adobe Reader.

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 17, 2022

☐ PMW ☒ Cardroom ☐ Slot | ☐ Violation ☐ Incident ☐ Complaint

FACILITY NAME: WEST FLAGLER ASSOCIATES, LTD (MAGIC CITY CASINO) **LIC #:** 155

RESPONDENT

NAME: Rene Morales Moreno		
Address: **unknown**		Tel #:
LIC #: N/A	**LIC TYPE:** 1098	**OCCUPATION:** Patron

COMPLAINANT

NAME: WEST FLAGLER ASSOCIATES LTD (MAGIC CITY CASINO)		Tel #:
Address: 450 NW 37 Ave Miami, Florida 33125		
LIC #: 155	**LIC TYPE:** 1002	**OCCUPATION:** Permit Holder

VIOLATION(S) / TITLE(S): 550.0251 Powers and duties of the Florida Gaming Control Commission. —

The Commission shall administer this chapter and regulate the pari-mutuel industry under this chapter and the rules adopted pursuant thereto, and:

(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. The commission may authorize any person who has been ejected or excluded from pari-mutuel facilities in this state or another state to attend the pari-mutuel facilities in this state upon a finding that the attendance of such person at pari-mutuel facilities would not be adverse to the public interest or to the integrity of the sport or industry; however, this subsection shall not be construed to abrogate the common-law right of a pari-mutuel permit holder to exclude absolutely a patron in this state.

DESCRIPTION: On September 22, 2022, this Investigator received a Magic City Casino weekly exclusion list from Magic City Casino Internal Auditor Yadelin Crespo. On September 26, 2022, upon reviewing the list, this Investigator found that the listed Patrons were excluded from the facility for cheating

.

On September 26, 2022, this Investigator requested and received copies of the incident reports and all supporting documentation of the incident from Magic City Director of Compliance and Safety Julie Noonan. According to the incident report, the Patrons who were identified as Joel Orozco Rodriguez and Rene **MORALES MORENO** were permanently excluded from the facility for switching cards during a live Poker game. Both were advised by Security that they were being permanently excluded from the facility for their actions.

CASE DETAILS FILED BY:

☐ Chief Inspector ☐ Judge/Steward ☒ Investigator ☐ Other: _____
(Title of State Employee)

Tyrell D. Smith	Tyrell D Smith	October 4, 2022
(Print Name)	(Signature)	(Date)

Muniz, Luz

From: Minaya, Julio
Sent: Tuesday, October 4, 2022 1:31 PM
To: Muniz, Luz
Cc: Smith, Tyrell; Jones, Bradford
Subject: OCR
Attachments: OPEN CASE REQUEST - MAGIC CITY (MORENO) EXCLUSION- 9-17-22.docx; OPEN CASE REQUEST - MAGIC CITY (RODRIGUEZ) EXCLUSION- 9-17-22.docx

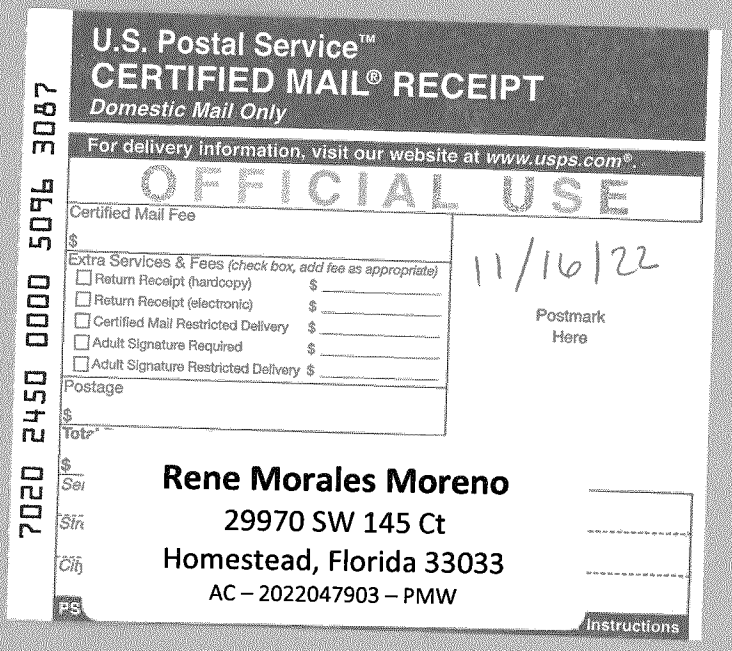
Luz,

Please open and assign to Tyrell.

Thanks

FLORIDA GAMING CONTROL COMMISSION

Julio Minaya
Investigative Supervisor
Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Office: 954-202-6844 / Fax: 954.202.3930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Rene Morales Moreno
29970 SW 145 Ct
Homestead, Florida 33033
AC – 2022047903 – PMW
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FAQs >

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Your item was delivered to an individual at the address at 3:04 pm on November 19, 2022 in HOMESTEAD, FL 33033.

Feedback

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USPS Tracking Plus®

Delivered

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HOMESTEAD, FL 33033
November 19, 2022, 3:04 pm

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USPS Tracking Plus® ⌄

Product Information ⌄

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FAQs

Feedback

1/06/2023

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

ELECTION OF RIGHTS

FGCC v. RENE MORALES MORENO **CASE NO.: 2022-047903**

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):

_____

_____

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.

RENE MORALES MORENO
PRINTED NAME

29970 SW 145 Ct
Street Address

Homestead FL 33033
City State Zip

[redacted]
Telephone Number Facsimile Number (if any)

[redacted]
E-mail

SIGNATURE

_____
ATTORNEY OR QUALIFIED REPRESENTATIVE

_____
Street Address (where service shall be made)

_____
City State Zip

_____
Telephone Number Facsimile Number (if any)

_____
E-mail

_____

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
2601 Blair Stone Road, Tallahassee, FL 32399-2202
Attention: Ebonie N. Lanier, Administrative Assistant III
Telephone: (850) 717-1663 Fax: (850) 921-1311
Email: Ebonie.Lanier@fgcc.fl.gov

RECEIVED
2023 JAN -6 AM 8:41
FLORIDA GAMING CONTROL COMMISSION

Rene Morales Moreno
29970 SW 145 Ct
Homestead FL 33033

MIAMI FL 330
[illegible] FOR ADDITIONAL POSTAGE

USA
PRESORTED STANDARD

Office of the General Counsel
Florida Gaming Control Commission
2601 Blair Stone Road
Tallahassee FL
32399-2202

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Through: Emily Alvarado, Deputy Chief Attorney
Re: FGCC v. Eli Everett Buntin Case No. 2022-052805; Final Order
Date: January 30, 2023

Executive Summary

The Division of Pari-Mutuel Wagering seeks the revocation of Eli Everett Buntin's ("Respondent") Cardroom Employee Occupational License based on his convictions. Respondent was properly served with an Administrative Complaint and an Election of Rights form. Respondent submitted an executed Election of Rights form indicating that they do not dispute the allegations of material fact in the Administrative Complaint and waive their right to any form of hearing. Respondent requests that a final order be entered imposing a penalty in this case. Therefore, the Florida Gaming Control Commission should enter a final order revoking Respondent's Cardroom Employee Occupational License.

Background

On October 13, 2022, Respondent was convicted of the misdemeanor offense, Petit Theft, in Bay County, Florida. Respondent also failed to provide written notification of the Commission within five days of six arrests.

Based on his conviction and arrests, the Division served Respondent with an administrative complaint seeking to revoke Respondent's Cardroom Employee Occupational License. Respondent received the complaint alongside an Election of Rights form, which he executed and sent back to the Division on January 3, 2022. Respondent did not dispute the allegations contained within the administrative complaint, waived his right to any form of hearing, and requested that the Commission enter a final order imposing a penalty and fine.

Analysis

Section 849.086(6)(g), Florida Statutes, provides, that the commission may suspend or revoke any occupational license if the applicant has been convicted of a misdemeanor involving forgery, larceny, extortion, conspiracy, to defraud, or filing false reports to a government agency, racing or gaming commission or authority. Rule 61D-11.011, Florida Administrative Code, provides that "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." Accordingly, Respondent license can be revoked or suspended based on the misdemeanor conviction and Respondent's failure to inform the Division of the arrests within 5 days. Therefore, the Florida Gaming Control Commission may enter a final order revoking Respondent's Cardroom Employee Occupational License.

Staff Recommendation: The Florida Gaming Control Commission should enter a final order revoking Eli Everett Buntin's Cardroom Employee Occupational License.

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.: 2022-052805

ELI EVERETT BUNTIN,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Eli Everett Buntin ("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 12855132-1012, issued by Petitioner.

COUNT I

3. Petitioner re-alleges and adopts paragraphs numbered one and two as if set forth fully herein.

4. On or about August 21, 2021, Respondent was arrested for Petit Theft in Bay County, Florida, in Case Number 02021MM03968A.

5. Respondent failed to provide written notification to Petitioner within five days of his August 21, 2021 arrest.

6. Rule 61D-11.011, Florida Administrative Code, states:

> 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.

7. Based on the foregoing, Respondent violated Rule 61D-11.011, Florida Administrative Code, by failing to provide written notification to Petitioner within five days of his August 21, 2021 arrest.

COUNT II

8. Petitioner re-alleges and adopts paragraphs numbered one and two as if set forth fully herein.

9. On or about October 26, 2021, Respondent was arrested for Felony Battery or Domestic Battery by Strangulation in Bay County, Florida, in Case Number 21004284CFMA.

10. Respondent failed to provide written notification to Petitioner within five days of his October 26, 2021 arrest.

11. Rule 61D-11.011, Florida Administrative Code, states:

> 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.

12. Based on the foregoing, Respondent violated Rule 61D-11.011, Florida Administrative Code, by failing to provide written notification to Petitioner within five days of his October 26, 2021 arrest.

COUNT III

13. Petitioner re-alleges and adopts paragraphs numbered one and two as if set forth fully herein.

14. On or about December 5, 2021, Respondent was arrested for Driving with License Suspended or Revoked, a misdemeanor, in Bay County, Florida, in Case Number 21005323CTMA.

15. Respondent failed to provide written notification to Petitioner within five days of his December 5, 2021 arrest.

16. Rule 61D-11.011, Florida Administrative Code, states:

> 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.

17. Based on the foregoing, Respondent violated Rule 61D-11.011, Florida Administrative Code, by failing to provide written notification to Petitioner within five days of his December 5, 2021 arrest.

COUNT IV

18. Petitioner realleges and adopts paragraphs numbered one and two as if set forth fully herein.

19. On or about March 14, 2022, Respondent was arrested for Petit Theft in Bay County, Florida, in Case Number 02021MM03968A.

20. Respondent failed to provide written notification to Petitioner within five days of his March 14, 2022 arrest.

21. Rule 61D-11.011, Florida Administrative Code, states:

> 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.

22. Based on the foregoing, Respondent violated Rule 61D-11.011, Florida Administrative Code, by failing to provide written notification to Petitioner within five days of his March 14, 2022 arrest.

COUNT V

23. Petitioner re-alleges and adopts paragraphs numbered one and two as if set forth fully herein.

24. On or about June 4, 2022, Respondent was arrested for Disorderly Conduct in Bay County, Florida, in Case Number 22002632MMMA.

25. Respondent failed to provide written notification to Petitioner within five days of his June 4, 2022 arrest.

26. Rule 61D-11.011, Florida Administrative Code, states:

> 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.

27. Based on the foregoing, Respondent violated Rule 61D-11.011, Florida Administrative Code, by failing to provide written notification to Petitioner within five days of his June 4, 2022 arrest.

COUNT VI

28. Petitioner re-alleges and adopts paragraphs numbered one and two as if set forth fully herein.

29. On or about August 15, 2022, Respondent was arrested for Driving with License Suspended or Revoked-Habitual, a felony, in Bay County, Florida in Case Number 22003371CFMA.

30. Respondent failed to provide written notification to Petitioner within five days of his August 15, 2022 arrest.

31. Rule 61D-11.011, Florida Administrative Code, states:

> 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.

32. Based on the foregoing, Respondent violated Rule 61D-11.011, Florida Administrative Code, by failing to provide written notification to Petitioner within five days of his August 15, 2022 arrest.

COUNT VII

33. Petitioner re-alleges and adopts paragraphs numbered one and as if set forth fully herein.

34. On or about October 13, 2022, Respondent was convicted of Petit Theft, a misdemeanor, in the County Court of the Fourteenth Judicial Circuit in and for Bay County, Florida, in case number 032021MM03968A.

35. Pursuant to Section 849.086(6)(g), Florida Statutes:

> The 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.

36. Section 849.086(6)(f), Florida Statutes, provides "[t]he provisions specified in Sections 550.105(4), (5), (6), (7), (8), and (10) relating to licensure shall be applicable to cardroom occupational licenses."

37. 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."

38. Based on the foregoing, Respondent violated Section 849.086(6)(g), Florida Statutes, by entering a plea of nolo contendere and being convicted of Petit Theft, a misdemeanor in Bay County, Florida on October 13, 2022.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in Chapters 550 and 849, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2022-052805 is signed this 20th day of December, 2022.

/s/ Emily A. Alvarado

Emily A. Alvarado
Deputy Chief Attorney
FBN: 1025200
Department of Business and Professional Regulation
Office of the General Counsel
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
Telephone: (850) 717-1783
Facsimile: (850) 921-1311
Primary: Emily.Leiva@MyFloridaLicense.com
Secondary: Ebonie.Lanier@MyFloridaLicense.com

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.

Lic Type	**1012 - Cardroom Employee Occupational**			Status	**90 Closed**	Status Date	**11/22/2022**
Complaint #	**2022052805**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**BUNTIN, ELI EVERETT**	Responsible	**dwashingto - WASHINGTON, DEREK**		**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	**10/13/2022**
Region	**NR - Northern Region**	Received	**11/02/2022**
Reference	**849.086, 550.105, 61D-11.011**		
Entered	**11/02/2022**	Entered By	**lmuniz**

Summary: **154-Washington County Kennel Club, Inc. ------- / -------- . Cardrooms authorized / Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines / Notification of Criminal Conviction or Charge: Licensee Eli Everett BUNTIN, a Chip Counter at Washington County Kennel Club (Ebro), and who holds a PMW Cardroom Employee Occupational License, (Lic# 12855132 / 1012), was convicted on October 13, 2022, of Petit Theft. Upon his conviction, BUNTIN failed to notify the Division of his arrest and subsequent conviction as required by Florida Statute and Rule.**

Updated **11/28/2022 11:25:58** By **lmuniz**

☐ Parties ☑ Activities

☑ Allegations ☐ Discipline

☐ Violations ☐ Compliance

☐ Related ☑ Disposition

☐ Inspection

☐ Costs

☐ Time Tracking Auto Assign

☐ Attachments History

☐ Work Notes Print Report

20 Change | Save | OK | Cancel | Back

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ROUTING SLIP

CRIMINAL CONVICTION WHILE LICENSED

RE: BUNTIN, ELI EVERETT – 12855132 **Case No: 2022 05 2805**
(LICENSEE NAME – LICENSE #)

Washington County Kennel Club	Chip Counter	☐ Yes ☒ No
Facility (d/b/a name)	Occupation/Job Title	Notified by Licensee

DATE OF CONVICTION: OCTOBER 13, 2022
(DATE)

Investigations Section:
Reviewed by Steve Kogan November 22, 2022
(Initial & Date)

ARCI CHECKED **Yes** _____
No _____

The attached file has been reviewed for completeness and accuracy, and has been forwarded to the Licensing Section.

Licensing Section:

Reviewed/Forwarded to legal by David Donaldson _____
(Initial & Date)

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any gaming or racing jurisdiction?

Yes _____
No _____

Comments: _____

Investigative Findings:

March 14, 2022 — **Bay County Sheriff's Office, FL. – Petit Theft - Misdemeanor - Pled No Contest – Adjudicated Guilty on October 13, 2022 – Sentenced to 4 days in Bay County Jail.**

August 15, 2022 — **Florida Highway Patrol, Bay County, FL – Driving While License Suspended or Revoked-Habitual – Felony – Case pending.**

Chip Counter

***Please attach Routing Slip to front of case file.**

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	**Northern**	**November 2, 2022**	**2022 05 2805**

Respondent:	Complainant:
BUNTIN, ELI EVERETT 4100 Harlan Shope Road Panama, FL 32404 [redacted]	**Division of Pari-Mutuel Wagering** **Office of Investigations** **1400 West Commercial Boulevard, Suite 165** **Ft. Lauderdale, Florida 33309**

License # and Type:	Profession:	Report Date:
12855132 - 1012	**Chip Counter**	**November 19, 2022**

Period of Investigation:	Type of Report:
November 2, 2022 – November 19, 2022	**FINAL**

Alleged Violation: **849.086 Cardrooms authorized (6)(g)** The division 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.

550.105 Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines. — (10) (d) Under penalty of perjury, each person who is licensed or who is fingerprinted as required by this section must agree to inform the division 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.

61D-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

Synopsis: Licensee Eli Everett **BUNTIN**, a Chip Counter at Washington County Kennel Club (Ebro), and who holds a PMW Cardroom Employee Occupational License, (Lic# 12855132 / 1012), was convicted on October 13, 2022, of Petit Theft. In addition, **BUNTIN** failed to notify the Division of his arrest and subsequent conviction as required by Florida Statute and Rule.

Related Case:

Investigator Supervisor / Date	Chief of Investigations / Date
/s/ C. Derek Washington C. Derek Washington / November 19, 2022	/s/ Steven E. Kogan Steven E. Kogan / November 22, 2022

CONTINUATION

On March 14, 2022, the Division received an Applicant Hit notification from the Florida Department of Law Enforcement (FDLE). The report indicated that on March 14, 2022, **BUNTIN** was arrested by the Bay County Sheriff's Office and charged with Misdemeanor Petit Theft **(Exhibit #1)**.

Information obtained from the Florida Comprehensive Case Information System (CCIS) for Bay County, Florida, indicated the following **(Exhibit #2)**:

- According to the police report, Mr. **BUNTIN** was initially arrested on August 21, 2021, for not paying for $148.10 worth of meat from Walmart.
- Court paperwork shows that Mr. **BUNTIN** was then placed on a Pre-Trial Diversion Program on September 1, 2021, and prosecution was deferred for 12 months.
- On October 13, 2022, due to **BUNTIN'S** failure to comply with his Pre-Trial Diversion Program because of continual arrests, **BUNTIN** pled no contest and was adjudicated guilty for the charge of Misdemeanor Petit Theft. He was sentenced to 4 days in Bay County Jail.
- Mr. **BUNTIN** also has a pending case (032022CF003371A) for Driving While License Suspended or Revoked-Habitual (Felony). He did not inform the Division of this August 15, 2022 arrest as required.

Mr. **BUNTIN** initially received his PMW Cardroom Employee Occupational license on July 15, 2021 to work as a Chip Counter at Washington County Kennel Club. **BUNTIN** is currently licensed until June 30, 2024 **(Exhibit #3)**.

On March 18, 2022, PMW Operations Review Specialist Cyntoria Harris placed an Enforcement Alert on **BUNTIN's** PMW license, and was updated by Jonathan Dye **(Exhibit #3)**.

BUNTIN is in violation of Florida Statutes 849.086(6)(g), 550.105(10)(d) and Rule 61D-11.011 for his Misdemeanor conviction for Petit Theft and for failing to notify the Division of his arrests and subsequent conviction for Petit Theft.

Status: Investigations case closed and case forwarded to Legal for review.

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III. EXHIBITS

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2. Court Dispositions ……..…….. 1-13

3. License & Enforcement Alert ……..…… 1-3

Florida Gaming Control Commission
Division of Pari-Mutuel Wagering

PMW Occupational License Applicant Hit Routing Slip

RE: **BUNTIN, ELI EVERETT** **LICENSE NO:** **12855132**
(LICENSEE NAME)

APPLICANT HIT RECEIVED: 03/14/2022
(DATE)

Cyntoria Harris | **154 - Washington County Kennel Club, Inc.** | **Chip Counter**

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: **03/14/2022- Bay County, Florida (Case #: 032021MM003968XXAXMX)** **Charge 1-** Petit Theft (M)– Adjudicated Guilty
☑ Referred to Investigations Initials: CH Date: 10/25/2022

License Administrator Review:	☐ No Referral Required	☑ Forward to Investigations	Initials:

EXHIBIT #1
PAGE 1/3

Revised 08/10/2016

Filing # 137560941 E-Filed 10/29/2021 02:46:43 PM

Bay County Court Florida Court

State of Florida
vs
Eli Everett Buntin
4100 Harlan Shope Road
Panama City, FL 32404
Defendant

Case Number
21003968MMMA

Failure to Comply with PreTrial Intervention Contract

The undersigned Program Officer, Jessica Rogers, informs the State Attorney's Office that the Defendant has not completed all conditions of her Pre-Trial Intervention Agreement as follows:

Start of Pre-Trial Intervention Agreement: 2021-09-01
Length of Pre-Trial Intervention Agreement: 12 Months

Charge(s): Petit Theft

Comments: The Defendant failed to live and remain at liberty without violating any laws. The Defendant committed the offense of Felony Battery or Domestic Battery by Strangulation on 10/26/2021 as alleged in case 21004284CFMA.

Clerks are to notify the Defendant of the Court Date.

Jessica Rogers Program Officer — 10/29/2021 Date

EXHIBIT #2
PAGE 5/13

Filing # 151233817 E-Filed 06/10/2022 08:59:28 AM

Bay County Court Florida Court

State of Florida
vs
Eli Everett Buntin
4100 Harlan Shope Road
Panama City, FL 32404
Defendant

Case Number
21003968MMMA

Failure to Comply with PreTrial Intervention Contract

The undersigned Program Officer, Jessica Rogers, informs the State Attorney's Office that the Defendant has not completed all conditions of her Pre-Trial Intervention Agreement as follows:

Start of Pre-Trial Intervention Agreement: 2021-09-01
Length of Pre-Trial Intervention Agreement: 12 Months

Charge(s): Petit Theft

The Defendant failed to live and remain at liberty without violating any laws. The Defendant committed the offense of Disorderly Conduct on 06/04/2022 as alleged in case 22002632MMMA.

Jessica Rogers, Program Officer

06/08/2022
Date

Filing # 155592209 E-Filed 08/18/2022 09:43:43 AM

Bay County Court Florida Court

State of Florida
vs
Eli Everett Buntin
4100 Harlan Shope Road
Panama City, FL 32404
Defendant

Case Number
21003968MMMA

Failure to Comply with PreTrial Intervention Contract

The undersigned Program Officer, Jessica Rogers, informs the State Attorney's Office that the Defendant has not completed all conditions of her Pre-Trial Intervention Agreement as follows:

Start of Pre-Trial Intervention Agreement: 2021-09-01
Length of Pre-Trial Intervention Agreement: 12 Months

Charge(s): Petit Theft

Comments: The Defendant failed to live and remain at liberty without violating any laws. The Defendant committed the offense of Driving While License Suspended/Revoked - Habitual on 08/15/2022 as alleged in case 22003371CFMA.

Jessica Rogers, Program Officer — 08/18/2022 Date

EXHIBIT #2
PAGE 7/13

Filed 10/13/2022 03:57 PM Bill Kinsaul Clerk of Circuit Court

IN THE COUNTY COURT FOR THE 14TH JUDICIAL CIRCUIT, IN AND FOR BAY COUNTY, FLORIDA
JUDGMENT AND SENTENCE

STATE OF FLORIDA, *PLAINTIFF*
- vs. -
Bunta, Eli

CASE NUMBER: 21-3968MM
CHARGE(S): Petit Theft

☒ PLEA IN ABSENTIA/OPEN PLEA
☐ JURY/BENCH TRIAL
☐ VOP

The Defendant this day having entered a plea of ☐ guilty ☒ no contest Offer Expires: _____
and having considered the circumstances surrounding the plea and finding that a factual basis exists to accept it; that the Defendant has entered this plea freely and voluntarily following an explanation by the Court of the matters contained therein; and that the Defendant understands what is contained therein, and the Court finding that the Defendant is not under the influence of any drug or spirits and appearing to be of sound mind, it is therefore: 3 weeks to finish

ORDERED AND ADJUDGED that ☐ adjudication of guilt is withheld ☒ the Defendant is adjudicated guilty, and further, begin 10/22/22

Incarceration/Supervision

☒ The Defendant shall be incarcerated in BCJ for (4) day(s) for each count: complete by 11/6/22
☐ consecutive ☒ concurrent with Case No. (any) with credit for (0) day(s) time served.
☐ County Jail time is suspended until (_____) on the condition that the Defendant complete the terms below.
☐ County Jail time is to be served at the direction of the Probation Officer. May be served in the Bay County Weekend Jail Program. (2) weekends.
☐ The Defendant shall be on probation supervised by Professional Probation Services, Inc., for a period of (_____) month(s). If Defendant is in custody at the time of sentencing, supervised probation will commence upon release from custody. The Defendant shall physically report within 72 hours of this Sentence or within 72 hours of release from custody (whichever is later) to Professional Probation Services, Inc., 201 East 6th Street, Panama City, FL 32401.
☐ Early termination of probation upon completion of conditions at (_____) months.
☐ Probation may be completed via mail-in status.
☐ Probation will be ☐ reinstated ☐ revoked.
☐ Failure to complete the sentence as ordered or else obtain a timely extension will result in a jail sentence of (_____) day(s) with credit served of (_____) day(s).

Monetary Obligations

☒ The Defendant is to pay the Clerk of the Court the following amount:

350	Fine (including costs & surcharge)
$50	Cost of Pros. (Man. Min $50) 938.27(8)
_____	Indigent Affidavit (Man. Min. $50) 27.52(b)
_____	P.D. Assist. (Mand. Min. $50) 938.29(1)(a)
ord/TBD	Restitution to walmart
_____	Other
400	TOTAL

☒ The above-totaled amount shall become a Civil Judgment on (9/13/23).
☐ The Defendant shall pay the above totaled amount over the probation period as set forth above. (First_____months).
☐ The Defendant shall pay the above totaled amount on or before (_____), or else obtain from the Court a timely extension.

Community Service

☐ Perform (_____) hours community service work over the probation period through your probation officer ☐ in the Bay County Work Program.
☒ May substitute (35) hours community service work in the Bay County Work Program in lieu of fine and court costs excluding attorney fees and restitution. $350

Education

☐ Complete DUI First Offender Program during the probation period and complete alcohol treatment and counseling as required by law.
☐ Complete DUI Multiple Offender Program during the probation period and complete alcohol treatment and counseling as required by law.
☐ Shall complete the following specified educational requirement: ☐ during the probation period ☐ within the time provided to pay the monetary obligations set forth above and provide proof of completion to the Clerk.

☐ Victim Impact Panel	☐ Shoplifters Course	☐ 29 Week Domestic Violence Program
☐ ADI School	☐ Job Search Workshop	☐ Anger Management
☐ DWLS/R Corrective Measures Program	☐ Worthless Check Course/Financial Management	☐ Substance Abuse Awareness Course

Miscellaneous

☒ No Contact/Stay Away From: All Bay County Walmarts
☐ The Florida Division of Highway Safety and Motor Vehicles may impose additional penalties.
☐ Defendant's driver's license/privilege to drive in Florida is suspended/revoked for a period of (_____) year(s) (_____) month(s).
☐ The Defendant's vehicle shall be immobilized for (_____) days.
☐ The Defendant's vehicle shall have an ignition interlock device installed for (_____) month(s).
☐ No alcoholic beverage consumption or possession
☐ Random breath and/or urine test
☐ The Defendant forfeits all items seized by law enforcement.
☐ Other: _____

THE COURT now advises you that it is your right to appeal from this Judgment and Sentence within thirty (30) days from this date. Failure to appeal within the thirty-day period will be a waiver of your right to appeal. You are also entitled to assistance of counsel in taking an appeal, and upon your requests and showing that you are entitled to an attorney at the expense of the State, the Court will appoint one for you for the purposes of appeal.

DONE AND ORDERED this 13th day of Oct. 20 22 in Bay County, Florida.

Defendant _____ ASA Initials _____ Judge _____

EXHIBIT #2
PAGE 8/13
2283

Search Criteria | Results | Detail

Modifier Type	**A - Alert**
Modifier	**ENFO - Enforcement**
Effective	**03/18/2022**
Expires	**-**
Additional Info :	
Prompt	
Value	**Applicant Hit**
Notes	**Applicant must submit provide court disposition records for the 03/14/2022, 6/4/22, & 08/15/2022 arrest in Bay County prior to licensure**
Updated	**08/23/2022 15:39:42**
By	**jdye1**

Notes History | Change | Delete | Save | Cancel | < | >

Add | Back

Get Adobe Reader.

Muniz, Luz

From: Washington, Derek
Sent: Wednesday, November 2, 2022 11:42 AM
To: Muniz, Luz
Subject: OCR - Buntin, Eli E. (Appl Hit) CR
Attachments: Alret 1.pdf; Alret 2.pdf; Lic.pdf; Notification.pdf; OCR - Buntin, Eli E. (Appl Hit) CR.docx

Hello Luz,
Attached is an OCR for an Applicant Hit, please assign to me.

Thanks
Derek

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **dwashingto**

Modifier Type	**A - Alert**
Modifier	**ENFO - Enforcement**
Effective	**03/18/2022**
Expires	**-**
Additional Info :	
Prompt	
Value	**Applicant Hit**
Notes	**Applicant must submit provide court disposition records for the 03/14/2022, 6/4/22, & 08/15/2022 arrest in Bay County prior to licensure**
Updated	**08/23/2022 15:39:42**
By	**jdye1**

Notes History | Change | Delete | Save | Cancel | < | >

Add | Back

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Florida Gaming Control Commission
Division of Pari-Mutuel Wagering

PMW Occupational License Applicant Hit Routing Slip

RE: **BUNTIN, ELI EVERETT** **LICENSE NO:** **12855132**
(LICENSEE NAME)

APPLICANT HIT RECEIVED: 03/14/2022
(DATE)

Cyntoria Harris | **154 - Washington County Kennel Club, Inc.** | **Chip Counter**

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: **03/14/2022- Bay County, Florida (Case #: 032021MM003968XXAXMX)** **Charge 1-** Petit Theft (M)– Adjudicated Guilty
☑ Referred to Investigations Initials: CH Date: 10/25/2022

License Administrator Review:	☐ No Referral Required	☑ Forward to Investigations	Initials:

Revised 08/10/2016

Filing # 151233817 E-Filed 06/10/2022 08:59:28 AM

Bay County Court Florida Court

State of Florida
vs
Eli Everett Buntin
4100 Harlan Shope Road
Panama City, FL 32404
Defendant

Case Number
21003968MMMA

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Jessica Rogers 06/08/2022
Jessica Rogers, Program Officer Date

Filed 10/13/2022 03:57 PM Bill Kinsaul Clerk of Circuit Court

IN THE COUNTY COURT FOR THE 14TH JUDICIAL CIRCUIT, IN AND FOR BAY COUNTY, FLORIDA

JUDGMENT AND SENTENCE

STATE OF FLORIDA, *PLAINTIFF*

-vs-

Buntin, Eli

CASE NUMBER: 21-3968 MM

CHARGE(S): Petit Theft

☒ PLEA IN ABSENTIA/OPEN PLEA
☐ JURY/BENCH TRIAL
☐ VOP

The Defendant this day having entered a plea of ☐ guilty ☒ no contest Offer Expires: _____
and having considered the circumstances surrounding the plea and finding that a factual basis exists to accept it; that the Defendant has entered this plea freely and voluntarily following an explanation by the Court of the matters contained therein; and that the Defendant understands what is contained therein, and the Court finding that the Defendant is not under the influence of any drug or spirits and appearing to be of sound mind, it is therefore: 3 weeks to finish

ORDERED AND ADJUDGED that ☐ adjudication of guilt is withheld ☒ the Defendant is adjudicated guilty, and further, begin 10/22/22 complete by 11/16/22

Incarceration/Supervision

☒ The Defendant shall be incarcerated in BCS for (4) day(s) for each count:
☐ consecutive ☒ concurrent with Case No. (any) with credit for (0) day(s) time served.
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☐ Probation may be completed via mail-in status.
☐ Probation will be ☐ reinstated ☐ revoked.
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$50	Cost of Pros. (Man. Min $50) 938.27(8)
_____	Indigent Affidavit (Man. Min. $50) 27.52(b)
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ord/TBD	Restitution to walmart
_____	Other
400	TOTAL

☒ The above-totaled amount shall become a Civil Judgment on (9/13/23).
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☐ The Defendant shall pay the above totaled amount on or before (_____), or else obtain from the Court a timely extension.

Community Service

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☐ Shoplifters Course
☐ Job Search Workshop
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☐ Anger Management
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☐ The Defendant's vehicle shall have an ignition interlock device installed for (_____) month(s).
☐ No alcoholic beverage consumption or possession
☐ Random breath and/or urine test
☐ The Defendant forfeits all items seized by law enforcement.
☐ Other: _____

THE COURT now advises you that it is your right to appeal from this Judgment and Sentence within thirty (30) days from this date. Failure to appeal within the thirty-day period will be a waiver of your right to appeal. You are also entitled to assistance of counsel in taking an appeal, and upon your requests and showing that you are entitled to an attorney at the expense of the State, the Court will appoint one for you for the purposes of appeal.

DONE AND ORDERED this 13th day of Oct. 22 in Bay County, Florida.

Defendant _____ ASA Initials _____ Judge _____

Harris, Cyntoria

From: Harris, Cyntoria
Sent: Tuesday, October 25, 2022 8:48 AM
To: Washington, Derek
Cc: Ricks, Glenda; Kogan, Steven; Donaldson, David; Dye, Jonathan
Subject: Investigations Referral-BUNTIN, ELI EVERETT-12855132

Good morning,

Please open a case for Eli Everett Buntin. All documents and applicant hit notification have been scanned in OnBase under Rap Sheet (10/22). 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!

Sincerely,

Cyntoria Harris, Operations Review Specialist
Florida Gaming Control Commission, Office of Operations
2601 Blair Stone Road, Tallahassee, FL 32399-1037
(850) 488-3211 Office ~ (850) 410-5350 FAX

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Adult Signature Restricted Delivery $
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12/22/22
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Eli Everett Buntin
4100 Harlan Shope Road
Panama City, Florida 32404
AC – 2022052805 – PMW
for Instructions

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FAQs >

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Your item was delivered to an individual at the address at 6:07 pm on December 27, 2022 in PANAMA CITY, FL 32404.

Feedback

Get More Out of USPS Tracking:

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PANAMA CITY, FL 32404
December 27, 2022, 6:07 pm

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USPS Tracking Plus® ⌄

Product Information ⌄

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Contact USPS Tracking support for further assistance.

FAQs

Feedback

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 1/03/2023
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

ELECTION OF RIGHTS

FGCC v. ELI EVERETT BUNTIN **CASE NO.: 2022-052805**

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):

_____

_____

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.

ELI BUNTIN
PRINTED NAME

4100 HARLAN SHORE RD.
Street Address

PANAMA CITY FLORIDA 32404
City State Zip

[redacted]
Telephone Number Facsimile Number (if any)

[redacted]
E-mail

SIGNATURE

ATTORNEY OR QUALIFIED REPRESENTATIVE

Street Address (where service shall be made)

City State Zip

Telephone Number Facsimile Number (if any)

E-mail

THE ELECTION OF RIGHTS FORM AND ANY ATTACHMENTS SHOULD BE RECEIVED BY THE COMMISSION WITHIN 21 DAYS AND SENT TO:

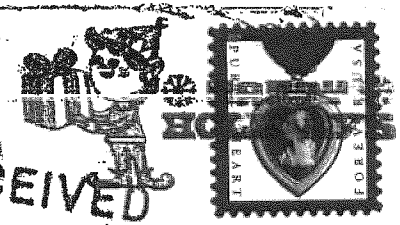
RECEIVED
JAN 03 2023
By D. Fleming

Office of the General Counsel
Florida Gaming Control Commission
2601 Blair Stone Road, Tallahassee, FL 32399-2202
Attention: Ebonie N. Lanier, Administrative Assistant III
Telephone: (850) 717-1663 Fax: (850) 921-1311
Email: Ebonie.Lanier@fgcc.fl.gov

RECEIVED
2023 JAN -3 AM 10:11
FLORIDA GAMING CONTROL COMMISSION

Eli Everett Buntin
4100 Harlan Shope Road
Panama City, Florida 32404
AC – 2022052805 – PMW

PENSACOLA FL 325
27 DEC 2022 PM 2 L



RECEIVED
2023 JAN -3 AM 10: 11
FLORIDA GAMING
CONTROL COMMISSION

RECEIVED
2023 JAN -3 AM 10: 11
FLORIDA GAMING
CONTROL COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
2601 Blair Stone Road
Tallahassee, Florida 32399
www.fgcc.fl.gov/

32399-655301

REDACTED INFORMATION IS CONFIDENTIAL AND EXEMPT FROM DISCLOSURE
PURSUANT TO SECTION 282.318 (4)(e), FLORIDA STATUTES

FLORIDA GAMING CONTROL COMMISSION	**FLORIDA GAMING CONTROL COMMISSION** **INFORMATION TECHNOLOGY POLICIES AND PROCEDURES**
TITLE: **IT Acceptable Use**	**POLICY NUMBER** **07.01.01**
EFFECTIVE DATE: REVISED:	**FGCC SECTION** **Information Technology** **AUTHORITY AND REFERENCE** Chapter 282, Florida Statutes (F.S) Florida Information Technology Resources Security Policies and Procedures, Chapter 60GG-2, F.A.C. Florida Public Records law, Chapter 119, Florida Statutes Chapter 119, Florida Statutes- Chapter 817.5681, Florida Statutes – Notification Requirements for Breaches of Security of Personal Information Chapter 815.062, Florida Statutes – COMPUTER-RELATED CRIMES Criminal Justice Information Services (CJIS) Security Policy (FBI) NIST- National Institute of Standards and Technology at the U.S. Department of Commerce SP FIPS- Federal Information Processing Standards

I. Statement of Policy

This policy provides guidelines to be followed for access control and security of the Commission's information technology resources and business information systems. The FGCC Office of Information Technology (OIT) shall support and administer adequate operational and management

controls to protect these resources and systems. Commission employees having access to information technology resources and business information systems are expected to know and adhere to the Commission's information systems security policy, protocols, and procedures.

II. Purpose

The Florida Gaming Control Commission (FGCC or Commission) is responsible for the management and protection of information that is potentially sensitive or confidential. This document sets forth FGCC's policy for access control and the security of the data and information contained in the Commission's business information systems.

The FGCC has an extensive electronic communications network that serves as a valuable tool for conducting business. This document establishes policy and guidelines to ensure the proper use of the information and information technology resources contained within this network and to safeguard all information that is stored, transmitted, or received through the system.

The network consists of the FGCC email system, FGCC intranet and internet websites and supporting applications, Virtual Private Network (VPN), wired and wireless connections, database systems, videoconferencing, Internet access, telephone service using voice over IP communications and any supporting network infrastructure. Collectively, these systems are referred to as the FGCC network.

All communications conveyed by or contained within FGCC systems are subject to this policy. These FGCC systems include, but are not limited to email content, internet sessions, voice over IP connections, data, and information storage.

This policy is intended to comply with chapter 282.318, Florida Statute and chapter 60GG-2, Florida Administrative Code (F.A.C.) and establishes standards for connecting to the FGCC network or utilizing FGCC information technology resources in any manner, from any location, and/or for any reason.

Every person with access to the FGCC network is responsible for understanding and following the guidelines for electronic communication use outlined here. Failure to comply with this policy may result in disciplinary action up to and including dismissal.

This policy is developed in support of the Florida Information Technology Resources Security Policies and Procedures, chapter 60GG-2, F.A.C. Chapter 60GG-2 recognizes the value of state information technology

resources and data and the need to protect the confidentiality, integrity, and availability of these resources. Data and resources must be reliable and must be available to those who are authorized to use them.

III. Scope

This policy applies to all users who have or are responsible for a user account on any system that resides on the FGCC network of computing and/or networking resources. It applies to all messages, documents, data, images, and information conveyed by or contained within the FGCC network -- in any form -- including correspondence, attachments, bulletin boards, discussion or reference databases and archives. Violations can lead to revocation of system privileges and/or disciplinary action up to and including dismissal. Inappropriate use of the Commission's business information systems by consultants and contracted employees is sufficient cause to terminate the contractual relationship. Compliance to this policy will be added as a requirement to any vendor contract whereby the vendor will have access to the FGCC Network or resources.

An "Acceptable Use and Confidentiality Agreement” (Agreement) shall be signed electronically by each FGCC user. Acknowledgement of the Agreement confirms that the user understands the requirements and penalties for failure to comply with the Commission's Information Systems Security policy. If electronic signature capabilities are not available, physical signature of the paper agreement is required. A copy of the signed agreement shall be maintained by OIT and shall be submitted by the employee’s supervisor or HR liaison, either in a physical file or scanned electronically. The original signed agreement will be maintained in the employee HR file.

Questions concerning this policy may be directed to the FGCC Information Security Manager.

IV. Definitions

A. **Access:** The ability to acquire, read, write, or delete data or information; make use of an information technology resource; enter a room or facility.
B. **Access Control:** The enforcement of specified authorization rules based on user or system authentication.
C. **Administrative Convenience Records:** Reproductions of record (master) copies, prepared simultaneously or separately, which are not designated as the official copy.
D. **Authentication:** The process of verifying that a user is who they purport to be.
E. **Authorized FGCC Personnel:** Those individuals whose official duties include making determinations of findings in personnel matters or those responsible for network security. In the event of personnel misconduct, it includes the

supervisor subject to senior management consent. In cases related to fraud, waste, abuse, or violation of laws, it includes the Commission's Inspector General and General Counsel

F. **Brief and Infrequent:** Occasional use during the work day for a short period of time. All non-work related activities will be brief and infrequent and the total amount of time spent on such activities will not exceed the total time allotted for breaks and lunch.
G. **Business Information Systems:** Applications and systems that provide access to the information necessary to conduct business. This includes the FGCC licensing system, document management system, customer relationship management system, file systems, network communication systems, Internet/Intranet access and all methods of information storage and retrieval, including paper-based systems.
H. **Complex Password:** A password that is difficult to guess or decipher using commonly available code breaking software. A password's strength increases with its length and intricacy.
I. **Computer use and confidentiality agreement:** An individual's acknowledgement of the FGCC policies and procedures, along with the individual's acknowledgement of accountability and compliance.
J. **Confidentiality/Confidential Data:** Information which is defined by Florida or federal law as being accessible only to those authorized to have access. Under the Florida Public Records law, chapter 119, Florida Statutes, this information may be exempt from disclosure or confidential and exempt from disclosure.
K. **Criminal History Record Information (CHRI):** A subset of Criminal Justice Information. Any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges.
L. **Criminal Justice Information (CJI):** Criminal Justice Information is the abstract term used to refer to all of the FBI CJIS provided data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data. In addition, CJI refers to the FBI CJIS-provided data necessary for civil agencies to perform their mission; including, but not limited to data used to make hiring decisions. The following types of data are exempt from the protection levels required for CJI: transaction control type numbers (e.g. ORI, NIC, FNU, etc.) when not accompanied by information that reveals CJI or PII.
M. **Criminal Justice Information Services (CJIS):** The FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.
N. **Cryptography:** The discipline that embodies the principles and methods for the transformation of data in order to hide semantic content, prevent unauthorized use, or prevent undetected modification. Cryptography is a method to protect data and includes both encryption (which is reversible) and hashing (which is not

reversible, or "one way").

O. **Decrypted:** The process of changing encrypted or encoded information into plaintext.
P. **Encrypted:** Cryptographic transformation of data (called "plaintext") into a form (called "cipher-text") that conceals the data's original meaning to prevent it from being known or used.
Q. **Exempt Information:** Information an agency is not required to disclose under section 119.01(1), Florida Statutes, but which the agency is not necessarily prohibited from disclosing in all circumstances.
R. **Incident Reporting Procedures:** Those procedures adopted in compliance with the Florida Digital Service in accordance with chapter 282.318, Florida Statute, Security of Data and Information Technology Resources.
S. **Information Owner:** The manager of the business unit ultimately responsible for the collection, maintenance and dissemination of a specific collection of information. For the purposes of authorizing security access, information ownership may be delegated to each employee's immediate supervisor or higher level supervisor, Knowledge Champion or Human Resources Liaison within the business unit.
T. **Information Security Manager (ISM):** The person designated to administer the Commission's information security program in accordance with Section 282.318, Florida Statutes.
U. **Information Technology Resources (ITR):** FGCC computer hardware, software, networks, communication devices, applications, databases, and data.
V. **Internet:** A global system interconnecting computers and computer networks. The Internet is the present "information super highway"
W. **Intranet:** A private network for communicating and sharing information accessible only to authorized users within an organization
X. **Least Privilege:** The practice of granting the minimum set of access rights to data and information resources that are required for an individual to perform their job responsibilities.
Y. **Malware:** Malicious software.
Z. **Management Controls:** The security controls (i.e., safeguards or countermeasures) for an information system that focus on the management of risk and the management of information system security.
AA. **MFA:** An authentication system that requires more than one distinct authentication factor for successful authentication.
BB. **Mobile Device:** A portable computing device that: (i) has a small form factor such that it can easily be carried by a single individual; (ii) is designed to operate without a physical connection (e.g., wirelessly transmit or receive information); (iii) possesses local, non-removable or removable data storage; and (iv) includes a self-contained power source. Mobile devices may also include voice communication capabilities, on-board sensors that allow the devices to capture information, and/or built-in features for synchronizing local data with remote locations. Examples include smart phones, tablets, and E- readers.
CC. **Need to Know:** The practice of only sharing information with those individuals who have a specific need to have the information to perform their job duties and

meet their responsibilities.

DD. Objectionable material: Material including, but not limited to images, text or documents that depict, describe, or evidence nudity, obscenity, sexually- explicit activity, gambling activity not related to work assignments, ancestry, sexual orientation, or national origin, determined by an investigation by the Commission's IG.

EE. Office Equipment: Copiers, printers, or fax and multifunction machines where data can be stored.

FF. Office of Information Technology (OIT): The section within FGCC whose scope is to manage, maintain and secure information technology resources. It includes sections, Infrastructure Services, User Support Services, Network Services, Cloud Services, Enterprise and Strategic Application Management, Project Management and the Office of the Chief Information Officer. For this document referred to as OIT.

GG. Operational Controls: Security controls (i.e., safeguards or countermeasures) for an information system that primarily is implemented and executed by people (as opposed to systems).

HH. Password: An authentication method that requires users to recall a string of characters to obtain access to a protected system or information.

II. Password-Related Incident: Includes but is not limited to sharing, posting, disseminating, a user password, credentials or token. Can also include bypassing or altering programing to avoid multifactor or password protections.

JJ. Portable Storage Device: An information system component that can be inserted into and removed from an information system, and that is used to store data or information (e.g., text, video, audio, and/or image data). Such components are typically implemented on magnetic, optical, or solid state devices (e.g., floppy disks, compact/digital video disks, flash/thumb drives, external hard disk drives, and flash memory cards/drives that contain non-volatile memory).

KK. Public Records: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. *See* §119.011 (12), Fla. Stat. Oral communications are not public records.

LL. Remote Access: Access to an organizational information system by a user (or a process acting on behalf of a user) communicating through an external network (e.g., the Internet).

MM. Screen Locking: Mechanism to hide data on a visual display while the computer continues to operate. A screen lock requires authentication to regain access to the data on the visual display. Screen locks can be activated manually or automatically based on policies applied to the computer.

NN. Security Controls: The management, operational, and technical controls (i.e., safeguards or countermeasures) prescribed to protect the confidentiality, integrity, and availability of information technology resources.

OO. Sensitive Data/Information: Privileged or proprietary information which, if

compromised through alteration, corruption, loss, misuse, or unauthorized disclosure, could cause serious harm to the agency owning it.

PP. Service Account: An account used by a computer process and not by a human (e.g., an account used by the backup process for file access). Service accounts may not interactively log on to a system. Exceptions require approval by the ISM.

QQ. Service Request: A request from a user for information, advice, or for a standard change, enhancement or for access to an information system.

RR. Smartphone: A smartphone is a mobile device that includes voice, messaging, scheduling, email and Internet capabilities. Smartphones also permit access to application stores, where aftermarket software can be downloaded

SS. Sniffing: Monitoring and capturing network data.

TT. Tablet: A tablet is an open-face wireless device with a touchscreen display and diagonal screen dimensions typically between 7 and 10 inches. Tablet device subtypes include slates (no standard keyboard), hybrids (detachable keyboard), and convertibles (thin and light notebooks that can switch into a slate/tablet mode via a flexible hinge). The primary use is the consumption of content; it also has messaging, scheduling, email, and Internet capabilities. Tablets may or may not support an application store.

UU. Transitory Messages: Records that are created primarily to communicate information of short-term value. “Transitory” refers to short-term value based upon the content and purpose of the message, not the format or technology used to transmit it. Examples of transitory messages include, but are not limited to, reminders to employees about scheduled meetings or appointments; announcements of office events such as holiday parties or group lunches; and recipient copies of announcements of FGCC-sponsored events such as exhibits, lectures, workshops, etc. Transitory messages are not intended to formalize or perpetuate knowledge and do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt.

VV. User: Any person or process authorized to use FGCC information technology resources including, but not limited to employees, contractors, consultants, volunteers, trainees, and other persons who perform work for the FGCC, whether or not they are paid by the FGCC.

WW. Warning Banner: Message displayed prior to or upon connection to a resource informing the user that activities may be monitored, or access is restricted.

XX. Workstation: A device used to perform work related duties.

V. Standards

A. Compliance with Applicable Laws, Policies and Procedures

1. Every user is responsible for complying with FGCC security policies and procedures when performing FGCC work or when using FGCC information technology resources.
2. Every user is responsible for complying with all applicable State and Federal rules and laws referenced in this policy. Additions or changes to rules and laws will be provided as appropriate.

3. The Florida Computer Crimes Act, chapter 815, Florida Statutes, prohibits the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information, and the stealing of data from computer files. Computer crimes violate the Commission's policies and may also result in criminal charges

B. Computer Use, Confidentiality Agreement and Security Training

1. Every FGCC employee, or non-FGCC personnel accessing FGCC's IT resources acknowledges, in writing, their responsibilities regarding adherence to computer use, the proper handling of exempt, and confidential and exempt information, and adherence to all FGCC policies and procedures by completing an Acceptable Use and Confidentiality Agreement at the time of initial employment.
2. Beginning July 1, 2023, users shall complete initial security awareness training within 30 days of reporting to work and on an annual basis thereafter.
3. Users who work with computers, or have access to computer information, are to be familiar with chapter 815, Florida Statutes and this policy. Members of the FGCC workforce should ask their supervisor for any needed clarification. Users found to have violated Commission policies; federal, state, or local laws, etc., may be subject to disciplinary action up to and including termination of employment.
4. Sensitive or confidential data, as defined by Chapter 119, Florida Statute, FIPS 200, or NIST SP800, must not be communicated outside of the Commission unless it can be ensured that only an authorized recipient will have access to the information. Any electronic transmission of sensitive or confidential data must be encrypted. If unencrypted electronic communications (such as email or File Transport Protocol (FTP) are necessary, the information must be encrypted before it is transmitted. It is prohibited to communicate confidential information outside of the Commission on media where encryption is not possible or practical such as paper based media.
5. Sensitive or confidential data that is stored on portable storage devices or mobile devices must be encrypted. Any device that does not support automatic encryption of everything stored on the device or media must only be used to store files that are encrypted. The FGCC Help Desk should be contacted if encryption is required on portable storage devices.
6. Sensitive or confidential data that is accessed outside of FGCC premises must NOT be stored remotely unless encrypted.

C. Use of FGCC Information Technology Resources

1. Access to FGCC information technology resources is reserved for FGCC-approved users.
2. The FGCC Executive Director shall have sole discretion to determine whether a use is personal or business.

3. Personal use must not interfere with the normal performance of a user's duties. Personal use of FGCC computer equipment should be brief and infrequent and should not last longer than the time allotted for breaks and lunches
4. Personal use must not consume significant amounts of FGCC information technology resources.
5. Users must obtain authorization from their supervisor in writing, before taking information technology equipment, software, or information away from an FGCC facility. Mobile computing devices and software issued to users and information to which users have authorization to access may be taken away from FGCC facilities for business purposes.
6. Computing devices shall only be issued to and used by FGCC-authorized users.
7. Only FGCC-approved software shall be installed on FGCC computing devices.
8. Only FGCC-owned or FGCC-managed mobile storage devices are authorized to store FGCC data.
9. Users utilizing mobile computing devices used with exempt or confidential and exempt information require encryption and the user shall ensure that all appropriate content is encrypted.
10. To prevent loss of data, users must ensure that the only copy of FGCC data is not permanently stored on a workstation or mobile device.
11. Non-FGCC owned devices (e.g., computers, cellphones, tablets, MP3 players, thumb drives, printers) shall not be connected to FGCC information technology resources without documented Chief Information Officer (or designee) authorization.
12. Users shall take reasonable precautions to protect mobile computing devices in their possession from loss, theft, tampering, unauthorized access, and damage.
13. Users shall immediately report lost or stolen mobile computing devices according to FGCC's Incident Reporting Procedures. User should also report lost or stolen equipment to their property custodian per established policy.
14. Users are prohibited from creating new social media/networking websites or accounts on behalf of the FGCC without prior authorization from the Executive Director or their designee.
15. Users are prohibited from creating new cloud service provider accounts without prior authorization from the Office of Information Technology (OIT). This does not prohibit the creation of users in approved software as a service solutions.
16. Users are prohibited from storing objectionable material on any FGCC devices or media.
17. Users shall not attempt to alter, circumvent, or disable any computer security measures.

D. Authentication

1. Users shall have unique user accounts.
2. Users shall be held accountable for their account activities.
3. [redacted]

4. Users are responsible for safeguarding their passwords and other authentication methods.
5. Users must not share their FGCC accounts, passwords, personal identification numbers, smart cards, identification badges or other devices used for identification and authentication purposes.
6. Users shall immediately report suspected account compromises to the ISM and will follow up by submitting a Computer Security Incident Report form from a non-impacted computer.
7. Users shall immediately report lost smart cards or other devices used for identification and authentication purposes by submitting a Computer Security Incident Report form.

VI. Email

It is a requirement for all users, who use email to perform their FGCC responsibilities, to have an FGCC email account. The FGCC email system should be used by all users for conducting all FGCC business, so that a complete record of FGCC email communications is retained in the email archives.

1. The use of Commission email is for official state business which includes communications with other state agencies, governmental entities and private sector entities. Although the Commission does not strictly prohibit the use of state email for personal use, users must adhere to this policy and keep such personal communications brief and infrequent so as to not interfere with work.
2. All Commission emails are subject to Florida's public records requirements. Refer to these requirements for information regarding exceptions.
3. The Commission reserves the right to inspect and disclose the contents of all messages created, sent or received using its electronic mail system without notice to any affected user, sender, or recipient.
4. Commission email shall not be setup to automatically forward to a non-Commission email account.
5. Users shall not email confidential or sensitive information to unauthorized personnel. If it is necessary to email such information outside the Commission, the email shall be encrypted. Since standard emails are not encrypted, users shall contact the FGCC Help Desk for assistance.
6.
7. Users are always responsible to use the FGCC computer resources in a professional, ethical, and lawful manner. It is recommended that personal email be kept separate from work email. Please note that all email messages are subject to monitoring and review and are considered to be public records.
8. Size of Email Messages:
   Due to the considerable increase in email message volume, size and the related impact on long-term storage for enterprise message archiving and

network traffic, all email users are cautioned to limit the size and number of attachments/background materials. If complex/large documents or attachments are necessary to communicate an email's intent, consider using FGCC's SharePoint facilities or OneDrive to save these documents/attachments and only refer to them by providing a link in the email to their SharePoint or OneDrive location.

9. Exempt or confidential information shall not be sent by email unless encrypted.
10. Personal Use of the Email System is a privilege and may be revoked at any time
    a. **Acceptable Personal Email Use.** The email system may be used for the following type of activities if they do not conflict with policy guidelines or are otherwise prohibited herein:
        1. Emergencies;
        2. Sending and receiving short messages; or
        3. Forwarding personal email to a non-FGCC account.
    b. **Unacceptable Personal Email Use.** Personal use of the email system shall not:
        1. Interfere with the work performance of the user or his/her colleagues;
        2. Have an undue impact on the operation of FGCC's computer systems related to the transfer of information, resource capacity or introduction of viruses; and
        3. Violate any provision of this policy including:
            a. Distribution of malware;
            b. Forging email headers and disguising a user's identity;
            c. Propagating "chain" letters of any kind;
            d. Auto-forwarding FGCC email to a non-FGCC email address;
            e. Use in conducting private business practices;
            f. Objectionable material; or
            g. Forwarding, modifying, or changing email in order to bypass an FGCC security measure.

VII. Internet

1. Users are permitted to use the internet/ intranet to carry out the mission of the Commission and to promote efficiency and improved communications with our internal and external customers.
2. Usage must not interfere with the employee's job duties.
3. Usage must not consume significant amounts of FGCC IT resources or compromise the normal functionality of the Commission's information systems.
4. Personal use must not result in any additional cost to the Commission.
5. Personal use may be monitored and subject the employee to disciplinary action up to and including dismissal.
6. Inappropriate Internet usage can pose a significant security risk to the Commission's data and system stability and is therefore prohibited.
7. All internet access shall utilize an FGCC approved network.

8. The unauthorized use or possession of password cracking, network scanning programs, or other Internet security tools are strictly forbidden.
9. Users may not attempt to circumvent established FGCC Internet security measures.

The Internet may be accessed for personal use under the following constraints:

1. Users are permitted to briefly visit non-prohibited Internet sites or use email for personal reasons during non-work hours (supervisor approved breaks, lunch periods, or before/after work) subject to the limitations contained within this policy.
2. Personal use of the Internet is a privilege which FGCC provides for the convenience of its users and is not a right of employment.
3. Usage must not interfere with the user's job duties or compromise the functionality of FGCC's network.
4. Personal use must not result in any additional cost to the Commission.
5. Excessive personal use may constitute abuse of the privilege and may subject the user to disciplinary action up to and including dismissal.
6. Personal use strictly prohibits FGCC resources being used for private business practices.
7. Users are always responsible to use FGCC computer resources in a professional, ethical, and lawful manner.
8. Sound discretion and good judgment must be used in viewing non-work-related sites and personal use must be limited so that FGCC business can be continued without undue interruption or delay.

VIII. Acceptable Personal Internet Use

The Internet may be used for the following type of activities if they do not conflict with policy guidelines or is otherwise are prohibited herein:

1. Conducting personal research;
2. Making on-line purchases;
3. Surfing or browsing the web; or
4. Visiting non-prohibited websites including those dealing with health matters, weather, news, business or work-related topics, community activities, career advancement, and personal enrichment

IX. Unacceptable Personal Internet Use

Personal use of the Internet shall not:

1. Interfere with work performance;
2. Have an undue impact on the operation of the FGCC network or computer systems related to the transfer of information, resource capacity, or introduction of viruses; or
3. Violate any provision of this policy including non-work-related access to the following prohibited websites:

a. Those websites with objectionable material.

b. High bandwidth websites such as Internet radio, Internet TV, music/movie download, Internet streaming movies, online gaming etc., since these streaming/gaming sites can have enormous network performance impact to the entire FGCC community.

Personal use of the Internet is a privilege that may be revoked at any time.

X. Workstation Security

1. [redacted]
2.
3.
4.
5.

XI. Software

1. Only software authorized by OIT shall be installed on FGCC-owned computers.
2. OIT shall specify standard software and technological hardware for the Commission.
3. OIT shall ensure software applications obtained, purchased, leased, or developed provide appropriate security controls and comply with secure coding guidelines to minimize risks to the confidentiality, integrity, and availability of the application, its data, and other information technology resources.
4. All software installed on FGCC resources must be installed by the FGCC Help Desk. Any software that is not installed by the FGCC Help Desk or Infrastructure Team is subject to removal without notice. This includes software that is properly licensed by a party other than the FGCC.
5. No software shall be purchased without approval of the CIO or their delegate.
6. No personal software can be placed on FGCC equipment
7. Illegal duplication of software is prohibited.

XII. Hardware

1. OIT shall specify standard software and technological hardware for the Commission.
2. FGCC devices (including computers, mobile devices, printers, etc.) will be configured according to OIT approved standards and guidelines.
3. No internal hardware changes shall be made to FGCC IT resources without OIT approval.
4. No hardware shall be purchased without approval of the CIO or their delegate, including but not limited to, printers, fax machines, mobile devices, computer, and phones.

5. No personal devices (including but not limited to personal MP3 players, USB, thumb drives, portable hard drives, printers, tablets, laptops, etc.) shall be connected to the FGCC's network.

XIII. Network

1. Transmission of exempt or confidential and exempt information over the network shall be encrypted.
2. Monitoring, sniffing and related security activities shall be performed only by authorized OIT staff, based on job duties and responsibilities. Authorized OIT staff is defined as those who have been assigned security related responsibilities in their approved position description or have been given explicit consent by the Commission's Chief Information Officer.

XIV. WIRELESS ACCESS

1. Only Commission-managed or approved wireless devices, services and technology may be connected to the Commission's wireless network.
2. Wireless access into the Commission's internal network shall require user authentication.
3. OIT shall provide encrypted wireless access points into the Commission's internal network.
4. OIT will manage all Commission wireless access points.
5. Unauthorized access points found connected to the Commission's network will be removed.
6. Guest Wireless, if available, is to be used by non-FGCC employees, and may require a time limited registration.

XV. ADDITIONAL GUIDELINES FOR MANAGERS AND USERS

Supervisors with responsibility for IT resource users having access to the FGCC network shall ensure those individuals are aware of this *Policy*.

1. When anyone under a supervisor's control resigns, is terminated, or transfers to another position, it is critical the supervisor immediately submit a ticket and required forms via the FGCC ticketing system, so the user's access is immediately terminated or transferred with the user.
2. Supervisors are also responsible for reporting any status changes involving any third-party relationships they manage to ensure access privileges are removed when no longer needed. In no event should any FGCC network ID be transferred to another user or agent.
3. If any FGCC user believes circumstances warrant accessing the contents or monitoring the use of an FGCC network ID, please notify the CIO and ISM.
4. Each user is responsible for reporting any unauthorized network/information access, tampering, or prohibited/unauthorized activities according to FGCC's Incident Reporting Procedures

XVI. REPORTING MISUSE OF INFORMATION TECHNOLOGY

Unauthorized computer use is any use prohibited by this policy.

1. All incidents shall be reported to the CIO, ISM, or IG.
2. Misuse of FGCC's IT resource and the electronic communications network may result in disciplinary action that could include dismissal as outlined in FGCC's disciplinary standards.

XVII. FILE MANAGEMENT AND RECORDS RETENTION

All users are responsible for maintaining their electronic files in accordance with records management policies and procedures, including the handling of exempt or confidential and exempt information.

Record retention schedules apply to records regardless of their format. This includes emails, text messages, and instant messages.

Records created or maintained in electronic format fall into two categories, transitory and non-transitory and shall be retained in accordance with the minimum retention requirements presented in these schedules, whether the electronic records are the record copy or duplicates.

FGCC does not permit the transmission of non-transitory electronic messages using any electronic messaging system unless approved by this policy or OIT for FGCC use.

OIT shall review any potential electronic messaging system to ensure that the system allows OIT to maintain and store the information to be made available upon request. Currently, the only approved electronic messaging systems are the FGCC email system (including Teams) and MyFGCCAlert (IRIS), the FGCC's official Emergency Notification System.

Examples of unapproved messaging systems are:
1. Instant messenger (AOL IM, Yahoo IM)
2. Personal email accounts (Gmail, Hotmail, Yahoo) except as approved by OIT.
3. Text messaging (other than transitory)
4. Social Media Messaging (Facebook, Twitter, Snapchat, etc.) unless approved by the Executive Director

Electronic messaging of a non-transitory nature shall be retained in accordance with retention schedules set forth in *General Records Schedules for Florida's State and Local Governments*. Printouts of standard correspondence in text or word processing files are acceptable in place of the electronic files.

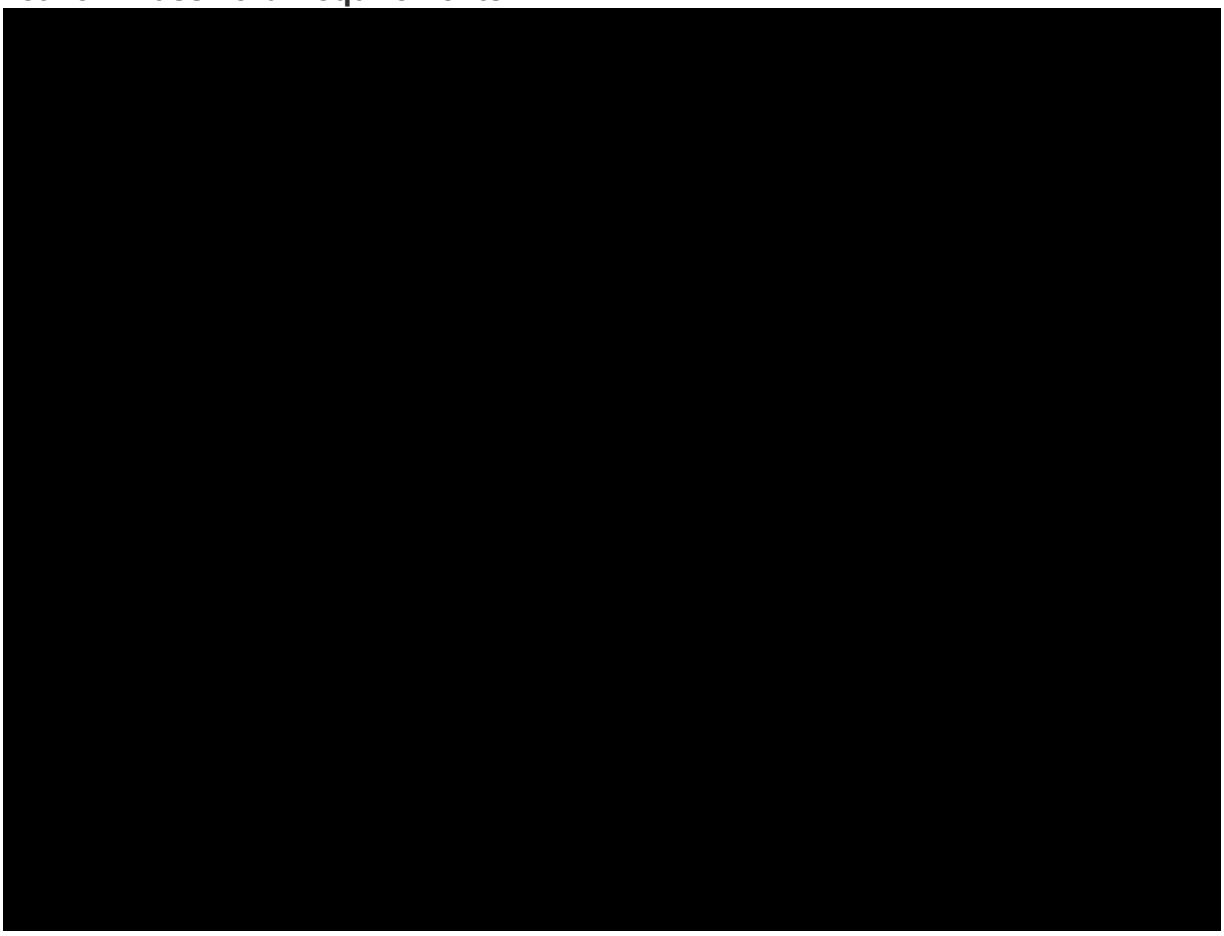
Users should be aware of the types of records stored in their email mailbox and archives. Electronic records covered by record retention schedules or related to policies and procedures should be maintained in electronic databases outside the scope of the email system on the FGCC network. By doing so, documents shall be maintained and preserved by the Network Services Section using their standard backup procedures.

XVIII. Storing Business-related Files

FGCC business-related files should be stored in either the Commission's document management system or on a network drive to protect the data from unauthorized modification, destruction, use or disclosure. OIT ensures that all network drives are backed up regularly.

The hard drive of a user's computer (C:\) is not considered an appropriate location to store Commission business files of any type since any failure of the computer hardware could result in permanent loss of those files. OIT does not back up individual computers.

XIX. Network Password Requirements



[redacted]

XX. Access Control

1. Access control includes assignment and monitoring of unique User IDs and passwords to users of the Commission's information technology resources and business information systems. The access will be based on the documented need as provided by the Information Owner.
2. Supervisors are required to complete and submit an Information Security Request form for all new hires; work unit transfers; Commission separations; and change of job duties where access requirements have changed, by submitting the form on an IT ticket.
3. Except in the case of emergency, Information Security Request forms shall be submitted at least five business days before needed.
4. Each member of the FGCC workforce shall have a unique user account.
5. Members of the FGCC workforce shall be held accountable for their account activities.
6. [redacted]
7. [redacted]
8. [redacted]
9. All information technology resources used by a separating employee will be collected by the FGCC Help Desk or a field technician.
10. If any of these resources are deemed obsolete or no longer needed by the work unit, OIT will schedule disposal or reassignment.
11. Information technology resources shall be sanitized prior to reassignment or disposal.
12. OIT is responsible for ensuring that owned or leased office equipment in their area is sanitized before it leaves the Commission (copiers, printer, or fax and multifunctioning machines where data is stored).

XXI. Privacy

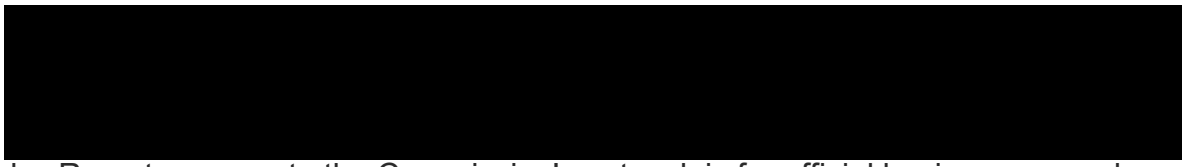
1. Users shall have no expectation of privacy as it relates to any FGCC technology resource.
2. Authorized OIT Personnel may inspect all files stored on the FGCC network or computer systems, including removable media.
3. Authorized FGCC Personnel may monitor the use of state IT resources.
4. Use of state IT resources constitutes consent to monitoring activities whether a warning banner is displayed or not.
5. Supervisors may monitor computer use by direct observation or review work productivity and quality. If additional information is needed, the supervisor must consult with the Commission's Inspector General for guidance. OIT cannot release any usage information on a current employee without prior approval from the Commissions' Inspector General.

XXII. Access and Monitoring Activities

1. The FGCC Help Desk is the first point of contact for service requests, problem resolution and other technology related requests. Users must submit service requests by submitting a ticket to the FGCC Help Desk.
2. OIT is responsible for providing user access at the request of information owners.
3. OIT shall provide access instructions and forms for the Commission's information technology resources and business information systems on the Commission's Intranet site. A unique User identifier or user ID will be created for each user requiring access to the Commission's information technology resources and information systems.
4. Users that access and use the FGCC network provide consent for Authorized FGCC Personnel to access electronic communication messages and all systems or other resources for which the user is authorized.
5. Users shall be granted access to FGCC information and information technology resources based on the principles of "Least Privilege" and "Need to know".
6. Users shall not attempt to access resources and information to which they do not have authorization or explicit consent.
7. FGCC information owners shall be responsible for authorizing access to information and periodically reviewing access rights, based upon the level of the information's risk, account change activity and error rates. For functions susceptible to fraudulent or other unauthorized activity, the FGCC shall ensure separation of duties, so no individual can control the entire process.
8. If fraud, waste, abuse or violation of laws, policies or procedures is reported, the Commission's Inspector General will specifically authorize access and/or monitoring activities before monitoring activities commence. This applies to business and personal messages transmitted over the FGCC network. Every email sent or received in the FGCC email system will be automatically archived.
9. Users should have no expectation of privacy regarding any activities conducted over the FGCC network. FGCC may monitor the use of Commission information technology resources with or without warning.
10. The use of state information technology resources constitutes consent of

monitoring activities with or without warning.

11. Members of the FGCC workforce shall immediately report suspected account compromises according to the Commission's Computer Security Incident Response Team (CSIRT) Policy.
12. Members of the FGCC workforce authorized to view CJI or CHRI shall promptly report suspected security incidents to the Commission's ISM and the CJIS Agency official.
13. Remote Access



b. Remote access to the Commission's network is for official business use only.
c. Users shall not share remote access connections or authentication.
d. Upon logging in to the VPN, the user is regarded as working from a Commission-managed or approved device and is therefore subject to all security controls as if working at a Commission facility.
e. A non-FGCC entity may be granted remote access to specific Commission information systems if they are doing business with or on behalf of the Commission.

XXIII. ENFORCEMENT

1. The ISM will conduct periodic security audits and evaluations of the Commission’s security program, the systems audit logs, and the processes and procedures utilized to monitor compliance with this policy.

	FLORIDA GAMING CONTROL COMMISSION **ADMINISTRATIVE POLICIES AND PROCEDURES**
TITLE: Adopting, Changing and Repealing Administrative Policies and Procedures	**POLICY NUMBER** **01.01.01** **FGCC SECTION** **Administraion**
EFFECTIVE DATE: **REVISED**:	**Authority and Reference** Section 16.71, Florida Statutes.

I. TITLE

Adopting, Changing and Repealing Administrative Policies and Procedures

II. AUTHORITY AND REFERENCES

Section 16.71, Florida Statutes

III. STATEMENT OF POLICY

The Florida Gaming Control Commission's (FGCC) Administrative Policies and Procedures (AP&Ps) are to be used as a guide in complying with the provisions of the State Constitution and the Florida Statutes. The AP&Ps convey procedures and outline responsibilities on topics that are applicable to the entire FGCC.

IV. PURPOSE OR OBJECTIVE

To ensure that AP&Ps are adopted, changed, or repealed only with the prior approval of the Commission, to provide for a review schedule and procedure for AP&Ps, and to provide a guide for FGCC employees.

V. RESPONSIBILITIES

The Executive Director, delegates to the Director of Administration the responsibility for ensuring that the FGCC's AP&Ps are updated on a timely basis and routed through the review and approval process as outlined throughout this AP&P.

The FGCC's AP&Ps are developed and maintained as a mechanism to provide guidance on administrative matters relating to financial, human resources, operational, and information technology issues. The AP&Ps are intended for internal use only and do not affect either the private interests of any person or any plan or procedure important to the public and therefore are not considered administrative rules. The AP&Ps may reference State law, Federal law, or Florida Administrative Code rules if they are relevant and will relate primarily to administrative considerations, such as how a rule or responsibility is to be administered, levels of review, delegation, reporting, etc.

The Executive Director will determine if a policy needs to be repealed or amended, and whether the change is considered to be a minor or a major change, and if the change is considered an urgent matter. If the change is considered minor or insignificant or urgent, the AP&P may be changed as needed, and only the AP&P's Revised Date will be updated. If the Executive Director authorizes any changes to AP&Ps without prior Commission approval, the changes shall be provided to the Commission in the next regularly scheduled Commission meeting.

The Executive Director has the authority to make urgent exceptions to AP&Ps on a case-by-case basis. These exceptions do not change the AP&Ps. The Executive Director will follow up and inform Commission of all authorized exceptions.

The Commission may request a new policy, change an existing policy or repeal an existing policy at any time.

VI. PROCEDURES

A. Update/Development of the AP&Ps:

1. The Director of Administration shall seek and receive suggestions, ideas, and proposals from executive personnel, division directors, and other employees, as appropriate, on required improvements to the AP&Ps.
2. Each AP&P is assigned an owner by the Director of Administration, who has the responsibility of ensuring the AP&Ps are updated as needed, due to changes in law or rule, discovery of an error, ambiguity, etc. The AP&P owner will be responsible for drafting any changes or developing a new AP&P.
3. All AP&Ps should, at a minimum, be reviewed every two years and preferably at the beginning of the calendar year with the goal of completing the review by the end of the first quarter of the calendar year. AP&Ps which begin with an even number will be reviewed in even-numbered years, and AP&Ps which begin with an odd number will be reviewed in odd-numbered years. The Director of Administration has the authority to deviate from the

review schedule if a specific AP&P needs to be expeditiously changed or repealed.

4. All AP&Ps will be drafted using the template as a guide (Exhibit A). The AP&P should, at a minimum, include the Title, Authority, and References, Statement of Policy, Purpose, and Procedures. All law and rule references, as well as AP&P references, should be hyperlinked for the ease of the reader. When revising AP&Ps, the owner should use track changes.
5. If an AP&P requires a specific acknowledgment from employees, the process for acknowledgment shall reside within the policy as part of the AP&P.
6. Once the draft AP&P is completed, it should be submitted electronically to the Director of Administration. The AP&P's owner should state the reason for a new, revised or repealed AP&P.

B. Review/Approval Process for New or Updated AP&Ps:

1. The Director of Administration will track the draft AP&P, review for format, appropriateness, hyperlinking of law and rule references, and grammatical or typographical errors.
2. Draft AP&Ps with substantive comments or edits will be returned to the owner for correction or response. The owner will either approve or respond to the comments and return the draft AP&P to the Director of Administration.
3. When the draft AP&P is approved by the Director of Administration, the policy is delivered electronically to the Office of General Counsel for assignment. Any edits or comments are communicated from the assigned attorney, and are reviewed with the Director of Administration and/or the owner for inclusion in the AP&P. Revisions are made to the draft AP&P, as appropriate.
4. Once approved by the Office of General Counsel, the draft AP&P is delivered electronically to the Senior Leadership Group, for review. The Senior Leadership Group consists of the Executive Director, Director of Administration, Inspector General, Director of Law Enforcement, Chief Information Officer, Director of Pari-Mutuel Wagering, and the General Counsel. Revisions are made to the AP&P, as appropriate.
5. Once approved by the General Counsel, the Director of Administration will provide final draft to the Executive Director for approval. Comments, if any, are communicated to the Director of Administration and are reviewed with the owner.
6. When the draft AP&P is approved by the Executive Director, the Executive Director will submit the policy to the Commission for approval. If the Commission requests changes, the Director of Administration will provide the latest draft back to the owner with comments from the Commission for revision. Once revised, the owner will return the AP&P back to the Director of Administration. The Director of Administration will review and provide the updated AP&P to the Executive Director, General Counsel and the Commission for comment and approval.
7. Once approved, the Division of Administration will format the AP&P using the Arial font and specific numeration (Exhibit B) and will publish the approved AP&P on FGCC's intranet site and send out an e-mail to all employees advising a new AP&P has been adopted or an existing AP&P has been revised, and is ready to be viewed.

8. The Division of Administration will maintain electronic and hard copies of documentation regarding the various steps in the review, approval, and publication of the AP&P.

C. Review/Approval for a Repeal of an Existing AP&Ps:
   1. The Director of Administration shall accept recommendations for the repeal of an existing AP&P from the policy's owner.
   2. All repeal recommendations shall be supported by a memorandum detailing the reason(s) a repeal is requested, warranted or justified.
   4. Once the memorandum draft is completed, it should be submitted electronically to the Director of Administration.
   5. The Director of Administration will consult with the policy owner and, along with the Office of General Counsel, will review the memorandum for clarity, completeness and accuracy.
   6. The memorandum and supporting information will be delivered to the General Counsel for review. When the repeal is approved by the General Counsel, the memorandum will be delivered electronically to the Executive Director and Commission for approval.
   7. Once approved, the Division of Administration will remove the AP&P on the FGCC's Intranet site.
   8. An e-mail will be sent to all FGCC employees advising the AP&P has been repealed along with a summary of the reason(s) outlined in the memorandum.
   9. The Division of Administration will maintain electronic and hard copies of documentation regarding the various steps in the review, approval, and repeal of the AP&P including a copy of the repealed AP&P.

D. Notification of the FGCC's AP&Ps and acknowledgment receipt:
   The Division of Administration shall maintain the AP&Ps on the FGCC's Intranet or shared folder on the network allowing all employees access. The AP&Ps published shall be:
   1. In numerical order,
   2. Organized by Section (e.g., Administrative, Human Resources, Information Technology, Human Resources, Purchasing, etc.),
   3. Communicated to all FGCC employees by email whenever there is an update to or repeal of an existing AP&P or whenever a new AP&P is created.
   4. Communicated to all FGCC employees by a training notification through the Learning Management System of PeopleFirst when this venue is utilized to train employees.

E. Effective Date:
   All AP&Ps will be in hard and electronic copy, signed by the Executive Director, approved by the Commission and dated with an Effective Date.

F. Training on Policies and Procedures:
   To the extent possible, as resources and funding are available, FGCC will create and provide training as needed on new or revised policies and procedures within a reasonable timeframe.

Exhibit A

Florida Gaming Control Commission
Administrative Policies and Procedures

Title:
Number:
Owner:
Proposed Effective Date:

I. TITLE

II. AUTHORITY AND REFERENCES

III. STATEMENT OF POLICY

IV. PURPOSE

V. DEFINITIONS

VI. ROLES AND RESPONSIBILITIES

VII. PROCEDURES

FLORIDA GAMING CONTROL COMMISSION	**FLORIDA GAMING CONTROL COMMISSION** **ADMINISTRATIVE POLICIES AND PROCEDURES**
TITLE:	**POLICY NUMBER** **(To be assigned by Administration)**
EFFECTIVE DATE: **REVISED**:	**FGCC SECTION** **AUTHORITY**

_____ _____

Executive Director **Date**

	FLORIDA GAMING CONTROL COMMISSION **ADMINISTRATIVE POLICIES AND PROCEDURES**
TITLE: **Attendance and Leave Policy**	**POLICY NUMBER** **03.04.01**
EFFECTIVE DATE: REVISED:	**FGCC SECTION** **Human Resource Management** **AUTHORITY** Chapter 110, Public Officers, Employees and Records, Florida Statutes (F.S.) Chapter 60L-34, Attendance and Leave, Florida Administrative Code (F.A.C.) Fair Labor Standards Act (FLSA) United States Department of Labor Wage and Hour Division Regulations Part 785, Hours Worked, and Fact Sheet #22 State of Florida Collective Bargaining Agreements

Statement of Policy

1) It is the policy of the State Personnel System and the Florida Gaming Control Commission (FGCC) under section 110.105 (2), F.S.: That all appointments, terminations, assignments, and maintenance of status, compensation, privileges, and other terms and conditions of employment in state government shall be made without regard to age, sex, race, color, religion, national origin, political affiliation, marital status, or disability, unless a specific requirement constitutes a bona fide occupational qualification.
2) To support employees in balancing their personal needs and work responsibilities, this policy is designed to enhance the employee's ability to blend the competing demands of

work and personal life and produce a more skilled, accountable, and committed workforce for the system. Provisions may include, but need not be limited to, flexible work schedules, telework, part-time employment, and leaves of absence with or without pay.

3) Except as expressly provided by law, Florida residency is not required for any person as a condition precedent to employment; however, preference in hiring may be given to state residents.

General Agency Responsibilities

1) Monitor hours worked by employees to ensure proper compensation.
2) Monitor overtime to ensure compliance with the FLSA.
3) Maintain accurate records of attendance, leave, and overtime work and compensation.
4) Report to the FGCC any charge by an employee(s), or the U.S. Department of Labor, that the agency is or may be in violation of the FLSA or Chapter 60L-34 F.A.C. regarding overtime.
5) Instruct employees in the proper scheduling, use, and recording of leave and attendance, and the proper earning and recording of hours worked including overtime.
6) Monitor the actual duties performed by included and excluded employees to ensure continued accuracy of overtime designations.

General Requirements for Leave Earning, Approval, and Use

1) Leaves of absence with or without pay shall be in writing and approved before leave is taken. If an emergency prevents prior approval, the employee shall request such approval, with appropriate justification, as soon as reasonably possible.
2) An employee granted a leave of absence, with or without pay, shall be an employee of the state while on leave. Upon termination of the approved leave of absence, the employee shall be returned to the same position or a different position in the same class and same work location, unless the agency and the employee agree in writing to other terms and conditions governing the grant of leave.
3) Regardless of the amount of leave originally approved, including administrative leave, the employee will only be charged with or granted the amount of leave necessary to bring the employee to a forty-hour workweek or regular work period for excluded employees.
4) Approved leave may be taken only in increments of fifteen minutes or more, rounded to the nearest quarter hour.
5) The use of paid leave shall not be authorized and taken before the time is earned.

6) Extra hours may be offset to avoid overtime at the end of the workweek, approved extended work period, or, for excluded employees, regular work period; provided, the offset shall be made within these designated work periods.
7) The FGCC shall keep an accurate record of all authorized leaves of absence.
8) DROP participants shall accrue leave in the same manner and at the same rate as prior to entering the DROP.
9) Within the first thirty-one calendar days of the commencement of each term of office, an elected officer or any full-time board or commission member who has a salary fixed by the Legislature shall have the option to receive credit for annual and sick leave in accordance with this rule; provided, if the person opts to receive leave credits, the person shall be subject to the provisions of this Chapter 60L-34, F.A.C., that apply to members of the senior management service.
10) All "included" employees are required to work 40 hours per workweek (Friday - Thursday).
11) An included employee may not work more than 40 hours per week, without prior approval. If an included employee works more than 8 hours per day, with supervisor approval, the extra time worked must be offset during the workweek so that the employee does not exceed 40 hours for the week.
12) All "excluded" employees are required to work the contracted hours in each month.
13) An excluded employee should not work more than 40 hours per week. However, if an excluded employee works more than 8-hours per day, with supervisor approval, the extra time worked should be offset during the work period (month) so that the employee does not exceed the contracted hours for the month.

Work Hours

1) Regular work hours for full-time employees are 8-hours per day - 8:00 a.m. to 5:00 p.m. However, an employee may request approval from their supervisor to work an alternate 8 hour per day schedule, e.g., 7:30 a.m. to 4:30 p.m. (1 hour lunch period).
2) Work hours may be scheduled between the hours of 7:00 a.m. and 6:00 p.m. If an employee requests a schedule either before 7:00 a.m. or after 6:00 p.m., the employee must complete the "Request for Work Hours Before 7:00 a.m. or after 6:00 p.m.", Form # 03.05.01, and submit the form to their supervisor for approval. The supervisor will consider the request, render a decision of "Recommended" or "Not Recommended," and forward the form to their respective Division Director for review and approval. Any significant change in an employee's work schedule, whether it is initiated by the supervisor or the

employee, requires a new form be completed and re-routed for approval. The Office of Human Resource Management will conduct a final review and place the request in the employee's personnel file.

3) Work hours for OPS employees may vary. Supervisors and Division Directors will schedule and monitor OPS work hours as needed.

FLEXIBLE WORK SCHEDULE

Employees may request to work a flexible workweek of 4 days, working 10 hours per day; or 4 days, working 9 hours for 4 days and 4 hours on the fifth day of the workweek. This request must be made in People First under the Employee Timesheet function/menu tab. The supervisor will consider the request and either approve or disapprove the flexible work schedule at his/her discretion.

LUNCH PERIOD

Work schedules will include at least a 30-minute meal period, maximum 60 minutes.

BREAKS

All employees are allowed two (2) paid 15-minute breaks a day, one in the morning and one in the afternoon. Breaks cannot be combined with lunch and cannot be used for coming in late or leaving early.

REQUESTING LEAVE (TIME OFF)

Time off must be requested and approved in advance, except in an emergency situation. Employees should request leave at least two weeks in advance. Should an emergency occur, the employee must advise their supervisor as soon as practical of their request for leave. If an employee does not have sufficient leave to cover an absence, then the time off will be considered leave without pay (Hours Type 0058). Approving annual leave is at the discretion of the supervisor. Annual leave should only be approved if the employee has sufficient leave to cover the time off, unless it is an emergency or medical absence.

MAKING UP TIME

"Included" employees have the ability to make up time within a workweek (Fri – Thurs) at the discretion of the supervisor. Making up time is only permitted within that workweek. "Excluded"

employees have the work period (full month) to make up time. The supervisor decides whether or not time can be made up by shortening lunch periods, coming in early, but not before 7:00 a.m. or staying late, but not after 6:00 p.m. Breaks cannot be used to make up time.

ACCRUAL OF ANNUAL/SICK LEAVE

Career Service employees accrue leave at the end of each month. This leave is available for use the first day of the next month. Please note: Leave is not credited in People First until the prior month's timesheet has been submitted and approved by the supervisor.

Selected Exempt Service (SES) and Senior Management Service (SMS) employees accrue leave on their SES/SMS hire date and then annually on their SES/SMS anniversary hire date.

SUBMISSION/APPROVAL OF TIMESHEETS

People First timesheets should be submitted as follows for:

1) Career Service, SES, and SMS employees:
    a. Timesheets are entered monthly and submitted for approval by the 5th day of the following month.
    b. Supervisors shall verify and approve timesheets by close of business on the 10th day of the following month.
2) OPS employees:
    a. Timesheets are entered biweekly and submitted for approval by close of business the following Monday after the end of the work period.
    b. Supervisors shall verify and approve timesheets within five calendar days after the end of the work period.

Types of Leave

Annual Leave: Authorized leave of absence with pay granted to a salaried employee for vacation or other personal purposes.

1) SES and SMS employees are credited with 176 hours of annual leave.
2) Full-time career service employees paid on a monthly basis shall earn annual leave as follows.

Length of Service	Hours of Leave Earned During Pay Period (Monthly)
Through 60 months	8.667 hours
61 through 120 months	10.833 hours

Over 120 months	13 hours

3) At the close of business on December 31 of each calendar year, a career service employee's annual leave balance in excess of 360 hours shall be transferred to sick leave on an hour-for-hour basis. For SES and SMS employees, at the close of business on the day before the member's anniversary date, all annual leave credits in excess of 480 hours shall be converted to sick leave on an hour-for-hour basis.

Sick Leave:

1) SES and SMS employees are credited with 104 hours of sick leave.
2) Full-time career service employees paid on a monthly basis shall earn sick leave as follows.

Monthly Pay Period	
Number of Hours Actually Worked	**Hours of Sick Leave Credit**
Less than 36	0
36 through 70.99	2.167
71 through 103.99	4.333
104 through 138.99	6.500
139 or more	8.667

3) An employee may use sick leave only for authorized purposes. Sick leave shall be authorized for the following purposes:
    a) The employee's personal illness, injury, or exposure to a contagious disease that would endanger others. Personal illness shall include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
    b) The employee's personal appointments with a doctor, dentist, or other recognized practitioner.
    c) Illness, injury, or well-care checkups of the employee's spouse, the children or parents of the employee or the spouse, or a person for whom the employee or the spouse has a caretaker responsibility when the employee's presence is necessary.

    After three workdays or partial workdays of absence in any thirty-day period, the supervisor may require medical verification of any further absence(s) due to illness or injury.

Administrative Leave: Counts as hours of pay for temporary leave from the job assignment for a covered reason; does not count as hours of work for overtime purposes. Common reasons for administrative leave include the following:

a) Jury Duty
b) Death in the Family

c) Closing facilities under emergency conditions
d) Mentoring
e) Examinations and interviews
f) Voting
g) Child activities

For specific guidance for granting and using administrative leave, refer to section **60L-34.0071**, Administrative Leave in the Florida Administrative Code.

Regular Compensatory Leave: If an excluded career service employee is required to work hours in excess of the regular work period, the employee shall earn compensatory leave credits on an hour-for-hour basis; provided, no employee may accrue more than 240 hours.

Leave Without Pay (LWOP): Authorized or unauthorized time off from work for which the member will not receive pay.

All career service, SES, and SMS employees are credited a personal holiday (Hours Type 0066) upon hire and each July 1st to be used by June 30th. If an employee does not use their personal holiday by June 30th, it will be forfeited.