

IN THE COURT OF COMMON PLEAS
WASHINGTON COUNTY, PENNSYLVANIA
CIVIL DIVISION

JANINE LITMAN and TIMOTHY MAS-
TROIANNI, individually and
jointly,

Plaintiffs,

v.

CANNERY CASINO RESORTS, LLC, a Ne-
vada limited liability company,
WASHINGTON TROTTING ASSOCIATION,
INC., a Delaware corporation, WTA
ACQUISITION CORP., a Delaware cor-
poration, CANNERY CASINO RESORTS,
LLC, CANNERY CASINO RESORTS and
WASHINGTON TROTTING ASSOCIATION,
INC. t/d/b/a THE MEADOWS RACETRACK
& CASINO, an unincorporated asso-
ciation, CANNERY CASINO RESORTS,
an unincorporated association con-
sisting of one or more yet uniden-
tified natural and/or legal per-
sons, individually and jointly,

Defendants.

CASE NO: 2012-8149

**THIRD AMENDED COMPLAINT IN CIVIL
ACTION**

On behalf of Plaintiffs

Counsel of Record for this Party:

Gregg R. Zegarelli, Esq.
PA I.D. #52717

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NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE PROVIDED BELOW CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE PROVIDED BELOW MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
119 South College Street, Washington
Pennsylvania, 15301
Telephone Number 724-225-6701

Southwestern Pennsylvania Legal Aid Society
10 West Cherry Avenue
Washington, PA 15301
Telephone number 724-225-6170

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WASHINGTON TROTTHING ASSOCIATION,
INC., a Delaware corporation, WTA
ACQUISITION CORP., a Delaware cor-
poration, CANNERY CASINO RESORTS,
LLC, CANNERY CASINO RESORTS and
WASHINGTON TROTTHING ASSOCIATION,
INC. t/d/b/a THE MEADOWS RACETRACK
& CASINO, an unincorporated asso-
ciation, CANNERY CASINO RESORTS,
an unincorporated association con-
sisting of one or more yet uniden-
tified natural and/or legal per-
sons, individually and jointly,

Defendants.

THIRD AMENDED COMPLAINT

AND NOW, come Plaintiffs, by and through their legal counsel, and
file this Complaint, averring as follows:

Incorporation of Exhibits

By this reference, Plaintiffs hereby incorporates by this reference
all exhibits attached hereto.

Averments Common to All Counts

The Parties

1. Plaintiff Janine Litman ("**Litman**") is an adult individual residing at 793 Ella Street, Pittsburgh, PA 15243, USA.

2. Plaintiff Timothy Mastroianni ("**Mastroianni**") is an adult individual residing at 793 Ella Street, Pittsburgh, PA 15243, USA.

3. Defendant Cannery Casino Resorts, LLC ("**Cannery Casino LLC**" and "**Cannery Casino**") is a Nevada limited liability company, among other locations, located at 2121 E. Craig Road, North Las Vegas, NV 89030.

4. Defendant Washington Trotting Association, Inc. ("**Trotting**") is a Delaware corporation, among other locations, with a registered office c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, and an office and place of business at 210 Racetrack Road, Washington, PA 15301.

5. Defendant WTA Acquisition Corp. ("**WTA**") is a Delaware corporation, among other locations, with a registered office c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, and an office and place of business at 210 Racetrack Road, Washington, PA 15301.

6. Defendants Cannery Casino Resorts, LLC, Cannery Casino Resorts, and Washington Trotting Association, Inc. individually or jointly trade and do business as The Meadows Racetrack & Casino ("**The Meadows**") each or together with an office and place of business at 210 Racetrack Road, Washington, PA 15301.

7. Defendant Cannery Casino Resorts ("**Cannery Casino**") trades and does business as The Meadows Racetrack & Casino with an office and place of business at 210 Racetrack Road, Washington, PA 15301.

Operations and Property

8. Defendants, individually, jointly, and in concert, own and operate a gambling facility commonly known as "The Meadows."

9. The Meadows actively solicits patrons of all ages and professions, including recreational and professional gamblers, including senior citizens.

10. Defendant Cannery Casino LLC broadly advertises, by its admission, it owns and operates The Meadows. Exhibit 1, Official Website Advertising.

11. Defendant Cannery Casino's broad advertisement claims that it owns The Meadows or Washington Trotting and is calculated to lead people to rely upon the truth of the assertion for its profit-making enterprises.

- a. Defendant Cannery Casino's broad advertisements that it owns The Meadows or Washington Trotting is false and misleading as stated.
- b. The consumers to whom Defendant Cannery Casino's broad advertisements are directed are confusing and misleading in the context of the claims purposefully advertised.
- c. In its advertisements, Cannery Casino does not provide sufficient information reasonably calculated to make the assertions not misleading.
- d. Upon information and belief, Cannery Casino cannot provide any certificate of ownership in The Meadows or Washington Trotting.
- e. The aforesaid advertisements are directed into and through Federal commerce and within this Commonwealth.

12. Defendant Cannery Casino's broad claims that it operates The Meadows or Washington Trotting and is calculated to lead people to rely upon the truth of the assertion for its profit-making enterprises.

- a. Defendant Cannery Casino's broad advertisements that it operates The Meadows or Washington Trotting is false and misleading as stated.
- b. Cannery Casino does not have a license to operate The Meadows.
- c. Cannery Casino is the alter ego of all persons in its chain of ownership.
- d. The consumers to whom Defendant Cannery Casino's broad advertisements are directed are confusing and misleading in the context of the claims purposefully advertised.

- e. In its advertisements, Cannery Casino does not provide sufficient information reasonably calculated to make the assertions not misleading.
- f. Upon information and belief, Cannery Casino cannot provide any certificate of ownership in The Meadows or Washington Trotting.
- g. The aforesaid advertisements are directed into and through Federal commerce and within this Commonwealth.

13. Contrary to Defendant Cannery Casino LLC's open and broad claims that it owns and operates The Meadows, in fact, Defendant Cannery Casino LLC is not identified as the operator of The Meadows. Only Defendant Trotting is identified as the operator. See Exhibit 2, Pennsylvania Gaming Commission.

14. Defendant Cannery Casino LLC is owner of various trademarks bearing "The Meadows" insignias. Exhibit 3, Trademark Records.

15. Defendant Cannery, as an unincorporated association and not as a limited liability company, is owner of the copyright by which The Meadows advertises services, claiming "Copyright "2012 CANNERY CASINO RESORTS. ALL RIGHTS RESERVED." failing to identify any formally filed entity designation. Exhibit 4, Website.

16. At all relevant times, the Meadows and the defendants advertise gambling services and orally invites potential players to gamble at the Meadows casino. The Meadows clearly makes "offers" for gambling services. Exhibit 9-10, Website. The gambling services are further offered and accepted, in person, by customer services personnel for the "Players Club."

**Cannery Casino Operates without License
in the Commonwealth of Pennsylvania**

17. At all relevant times herein, Defendant Cannery Casino LLC is not an owner of the Fictitious Name registered with the Commonwealth of Pennsylvania. Exhibit 5, Fictitious Name Records.

18. At all relevant times herein, Defendant Cannery Casino LLC has operated a gambling facility within this Commonwealth of Pennsylvania without a license from the Pennsylvania Gaming Commission. Exhibit 2.

19. At all relevant times herein, Defendant Cannery has operated within the Commonwealth of Pennsylvania without having first duly registered to do business pursuant to a registered Pennsylvania Fictitious Name.

20. Moreover, Defendant Cannery Casino is operating in this Commonwealth of Pennsylvania without having first duly registered to do business as foreign corporation doing business within this Commonwealth of Pennsylvania.

21. Cannery Casino LLC claims, by open claims and its admission, to operate a gambling facility within this Commonwealth:

- a. without having a license;
- b. with registering the use of a fictitious name; and
- c. without qualifying to do business as a foreign corporation.

22. Cannery Casino LLC is conducting an illegal and an unfair trade practice as it is trading off of a "Las Vegas" reputation which is impliedly warranted to be true, but is not true by virtue of failing to become duly licensed thereby deceiving consumers.

23. At all times relevant herein, Cannery Casino LLC has conducted illegal and an unfair trade practices as it is trading off of a "Las Vegas" reputation which is untrue and known to be untrue.

**The Meadows Cheats by Failure to Gambling Obey Rules
in addition to Failure to Obey Commonwealth Laws**

During 2010 and 2011, Plaintiffs regularly played table games, particularly "craps," at the Meadows, and upon information and belief, during the period from July 2010 through December 2011, played on more than 350 different occasions.

24. At the time of gambling, there were published rules which did not permit the collection of a fee, or vigorish, for certain bets. Exhibit 6.

25. Contrary to the stated rules, Defendants collected the vigourish on all bets, thereby violating the published rules.

26. When Plaintiff Mastroianni brought this to the attention of Defendants, the Defendants prosecuted said Plaintiff in retaliation.

COUNT I¹
Breach of Oral Contract

27. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

28. Defendants, individually and jointly, solicited Plaintiffs' business and gambling play, and, in consideration therefore, Defendants impliedly or expressly assured Plaintiffs that Defendants were not cheating; that is, that Defendants were following the published rules.

29. Based upon the oral content of media advertisement, and conversations with Players Club and other wait and services staff at Defendants' Meadows facility, acting within the scope of their respective authority to invite and to offer gambling services, and in consideration of Plaintiffs' patronage, time and money, and accepting the published risks of payoff, Plaintiffs accepted and entered into gambling transactions.

30. On the occasions of play, as heretofore averred, staff at the Meadows orally invited play, including the Players Club staff, staff who specifically rates players gambling activity, and at the craps table.

31. At the craps table, on the occasions of play, as heretofore averred, staff at the craps table orally invited play and to "place bets" to which Plaintiffs orally accepted with words of acceptance and conduct of acceptance by actually placing said bets and indicating acceptance while doing so sometimes yelling and shouting acceptance.

32. Defendants were cheating, in violation and breach of the understanding and agreement for services purchased by Plaintiffs.

33. Defendants offered licensed gambling services to Plaintiff. Defendants offered to provide gambling services to Plaintiff pursuant to the Rules set forth publicly and in accordance with Exhibit 6.

¹ Unless otherwise stated, counts are against all defendants.

34. Plaintiffs accepted the aforesaid offer of gambling service by Defendants, and, indeed, Plaintiffs actually participated in the gambling services offered and accepted by Defendants (the "Rules of the Game").

35. In consideration of Plaintiffs participating in gambling at the Meadows facility, Defendants agreed to conduct gambling services in conformity with the Rules of the Game.

36. It was understood and agreed that the Meadows would apply the Rules of the Game in conformity as published. See Exhibit 6.

37. Defendants did not comply with the Rules of the Game. Defendants charged a vigorish in violation of the Rules of the Game.

38. In not complying with the Rules of the Game, Defendants breached their agreement with Plaintiffs.

39. Plaintiffs are injured in that they had a fee collected in violation of the rules.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT II
Breach of Written Contract
(in the alternative to Count I)

40. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

41. Based upon the written content of media advertisement, written offers of gambling, the Players Club media and other written advertisements, invitations, promotions and offers, and in consideration of Plaintiffs' patronage, time and money, and accepting the published risks of payoff, Plaintiffs accepted and entered into gambling transactions. See Exhibits 9-10; Exhibit 10 specifically indicates "SEE YOUR OFFERS" (emphasis added).

42. Defendants offered gambling services in writing which were accepted by Plaintiffs as otherwise averred.

43. As the rules are written, Defendants agreed to abide by the rules and did not comply with the same.

44. The rules upon which the written contract is based are attached as Exhibit 6.

45. Plaintiffs had a fee collected in violation of the rules.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT III
Breach of Contract Implied in Fact
(in the alternative to Count I)

46. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

47. By virtue of the facts set forth herein, Defendants have breached the contract implied in fact.

48. By way of further averment, Defendants openly solicited gambling patrons at their licensed facility.

49. In reliance upon such solicitations, Plaintiffs conducted gambling using Defendants' gambling services.

50. By soliciting gambling patrons, and by rendering the service of gambling facilities, there is an implied contract to return a payout to the participating patron, and Plaintiffs in particular.

51. Patrons solicited Plaintiffs, Plaintiffs participated in the gambling services offered, and Plaintiffs expected and understood that the official published Rules of the Game would be honored.

WHEREFORE, Plaintiffs hereby demands judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT IV
Unjust Enrichment
(in the alternative to Count I)

52. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

53. Plaintiffs conferred benefits upon Defendants, in reliance upon Defendants' representations, by patronizing the Meadows and conducting gambling activities whereby the Meadows not only received the benefit of the profit on the services rendered, but also took a vigorish in violation of the Rules of the Game.

54. Defendants retained the benefits of the Plaintiffs' gambling without justification and in violation of the published terms and conditions of play, thereby without legal authority to do so.

55. Defendants are hereby unjustly enriched by taking Plaintiffs' money while violating, cheating and failure to follow the Rules of Game, and by failing to comply with its Commonwealth license.

56. Defendants must disgorge all of the gambling proceeds collected from Plaintiffs based upon Defendants' misrepresentations and unfair actions.

57. By virtue of the facts set forth herein, Defendants are unjustly enriched.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT V
Breach of Fiduciary Duty

58. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

59. Defendants, as a licensed gambling facility are fiduciaries for the money of Plaintiffs, as well as to ensure proper application of the gambling rules.

60. The game of craps is a high-speed game wherein the gambling facility (the "house") is understood to be sufficiently trained in the rules of the games.

61. The staff at the craps table of the Meadows (including, but not limited to, the boxman, stick man and dealer[s]) have special training and act pursuant license with this Commonwealth, with special rights because of the special relationship that Defendants have with the public at large, and with Plaintiffs, in particular.

62. The game of craps at the Meadows is the fastest paced game at the Meadow at which there are multiple bets issued by multiple gamblers at the same time, and more particularly as a licensed table game, requires reliance upon the staff rendering the licensed service to act with integrity in accordance with the rules of the game. As such, the gambling facility is in a special position to take advantage of gamblers.

63. Defendants are expected to conduct and to implement their licensed activities with the utmost duty to manage the rules of the games.

64. Defendants failed to conduct and to implement their licensed activities with the utmost duty to manage the rules of the games as required by law.

65. Plaintiffs justifiably rely upon the proper training and implementation of the Defendants' staff and are dependent thereupon and, in conjunction with the speed of play on the Craps table.

66. Defendants, particularly as a licensed gambling house implementing rules and odds, have a unique fiduciary duty to the Plaintiffs.

67. Defendants breached their fiduciary duties as set forth herein.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT VI
Tortious Interference with Contract
and Prospective Business Relations and Advantage
Plaintiff Mastroianni v. The Meadows

68. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

69. When Plaintiff Mastroianni disclosed that Defendants were violating the aforesaid rules and that Defendants were cheating, Plaintiff Mastroianni being the or one of the Complainants to the Pennsylvania Gaming Board, Defendants retaliated by bringing claims against Plaintiff Mastroianni and having him arrested and prevented from further play at the Meadows. See Exhibit 11. Although it was not public at the time, Plaintiff Mastroianni was correct that Defendants were violating the law, which is now recently the subject of a Consent Agreement. See Exhibit 12.

70. The Meadows, with the intent to harass, annoy or alarm another, Mastroianni, engage in a course of conduct committed acts which served no legitimate purpose, but were to tortiously harass, annoy and to alarm Mastroianni.

71. Defendants have been ostracized by the retaliatory actions of Defendants.

72. Defendant Mastroianni was known to be collecting data regarding the play, as he was openly documenting play statistics for use, data warehousing and data sharing with Plaintiff Litman.

73. Defendants have interfered with Plaintiff Mastroianni's agreement with Plaintiff Litman to collect, warehouse and share data, as well as to use the data for further income producing activities.

74. Defendants, as a licensed facility, cannot retaliate, alone or in concert with themselves or others, against Plaintiffs for furthering the disclosure of the fraudulent activity of Defendants.

75. Defendants without right, justification or privilege interfered with Plaintiff Mastroianni's business relations, contracts and prospective commercial advantage.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT VII
Unfair and Deceptive Trade Practice
Violation of 73 P.S. § § 201-1

76. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

77. Plaintiffs were consumers of the gambling services offered by Defendants.

78. The Unfair Trade Practices and Consumer Protection Law, 73 P.S. § § 201-1, provides, among other things:

"Unfair methods of competition" and "unfair or deceptive acts or practices" mean any one or more of the following:

(i) Passing off goods or services as those of another;

(ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

(iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another

See Exhibit 8.

79. The Defendants were acting in a manner to deceive the public that Cannery Casino is operating The Meadows, and, yet, Cannery Casino is not the owner, operator or gambling operator licensee, nor did it file a fictitious name registration, nor is it qualified as a foreign company to legally do business in this Commonwealth, nor is it the owner of the website that advertises services.

80. In further misrepresentation and violation of law, 15 Pa.C.S.A. 8981, et. seq. requires that foreign limited liability companies

be "qualified" for authority to do business within this Commonwealth and to file the appropriate forms and pay the required fees.

a. Defendant Cannery Casino LLC, acting in concert with the other defendants, has failed to qualify to do business within this Commonwealth and is admittedly operating a casino within this Commonwealth, subjecting it and its principals to liability.

b. As averred previously, in implicit or explicit cause of action exists because The Meadows is a licensed gambling facility in this Commonwealth and is regulated for the purpose of protecting citizens of this Commonwealth.

81. In further misrepresentation and violation of law, PA Code 17.203(b) provides:

[A]n entity which either alone or in combination with another entity conducts business in this Commonwealth under or through a fictitious name is required to register the fictitious name under this subchapter and to amend the registration whenever necessary to maintain the accuracy of the information disclosed thereby.

See, Exhibit 7.

82. Defendants failed to comply with Pennsylvania law, thereby cloaking and misleading the identity of operator of The Meadows from the Pennsylvania Gaming Commission.

83. Defendants have intentionally filed and maintained as filed a false and misleading filing with the Commonwealth of Pennsylvania. To wit, WTA Acquisition Corp. does not hold a license to operate the facility trading and doing business as "The Meadows" being the enterprise defendant herein.

84. All action or intentional inaction by Defendants alleged herein are part of a scheme of the averred deceptive trade practice.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT VIII
Fraud

85. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

86. Defendants were intentionally identifying and branding, intentionally falsely, the operator of The Meadows as sourced by a 'Las Vegas' casino to bait customers, including senior citizens of this Commonwealth, to increase play and be enticed to increase play.

87. The false statements regarded the source and origin of the operator of The Meadows the licensed gambling facility.

88. The false statements were untrue and known to be untrue when made and were made with the intention of misleading Plaintiffs to rely upon it.

89. Defendants are sophisticated businesses selling services to many unsophisticated people, including senior citizens.

90. Plaintiffs justifiable relied upon the fraudulent statements and were injured thereby, as pleaded herein.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT IX
Conversion

91. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

92. By the acts averred hereby, Defendants have intentionally converted money from Plaintiffs and has deprived Plaintiffs of the use thereof.

93. In addition to the damages claimed herein, Defendants must disgorge all monies obtained by Defendants based upon the violations of law asserted herein.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT X
Negligence
(in the alternative to intentional torts)

94. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

95. Defendants had a duty to comply with laws and published rules, and to train staff accordingly.

96. In addition to as otherwise averred herein, Defendants cheated Plaintiffs by taking a vigorish when the Rules of the Game stated that a vigorish was not to be taken by the Meadows.

97. Defendants breached their duty of care and Plaintiffs have been injured thereby.

98. Defendants acts and/or failures to act when required proximately caused the injury to Plaintiffs.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT XI
Violation of Gaming, 4 Pa.C.S.A.

99. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

100. By the acts averred and incorporated into this Count, Defendant has violated the Pennsylvania Gaming Laws and related regulations, 4 Pa.C.S.A., et. seq., including, but not limited to 58 Pa.Code, et. seq.

101. Defendants violated the aforesaid gaming laws by failing to fulfill the terms and conditions of the published rules by which casino play was constrained by law to occur. As previously averred Defendants cheated in the game play.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT XII
Civil Conspiracy

102. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

103. As there are multiple defendants acting in concert, in an organized manner with a common purpose, it is believed and therefore averred that Defendants acted in concert in violation of the gaming license, whereby only Trotting is a licensed operator. Defendants conspired by express undertaking for a common purpose, evidenced by the clear and convincing admissions and advertisements, whereby all Defendants directly and indirectly benefitted thereby.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other dam-

ages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT XIII
Accounting

104. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

105. Defendants are solely in control of accounting information regarding the circumstances of play the evidence of which has been preserved pursuant to this action and a Pennsylvania Gaming Board investigation.

106. As a result of the foregoing, Plaintiff are entitled to an accounting.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

COUNT XIV
Special Damages

107. Plaintiffs hereby incorporate by this reference the preceding paragraphs of this Complaint, and the averments of fact otherwise made in this Complaint, as if pleaded again in this Count.

108. As a result of the foregoing, Plaintiffs are entitled to all special damages claimed herein and by each count specifically set forth above and herein.

WHEREFORE, Plaintiffs hereby demand judgment in their favor for compensatory, incidental, nominal and punitive damages, treble damages and attorneys' fees to the fullest extent permitted by law, and all other damages deemed to be just, in an amount exceeding \$50,000, exclusive of interest and costs.

June 4, 2013

Respectfully submitted,
TEV LAW GROUP, PC

By: /Gregg Zegarelli/
Gregg R. Zegarelli

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Latest News

**FOR IMMEDIATE RELEASE**

Cannery Casino Resorts Appoints Lonnie Bossi as Senior Vice President of Marketing and Gaming Strategy

LAS VEGAS September 2, 2009 Cannery Casino Resorts, LLC (CCR) has appointed Lonnie Bossi to the position of Senior Vice President of Marketing and Casino Gaming Strategy, announce CCR officials.

"I originally recruited Lonnie Bossi more than 15 years ago when I served as chief operating officer for Crown Casino in Australia," said CCR Principal Bill Paulos. "He brings to Cannery Casino Resorts an incredible analytical and strategic background, which will serve our company well."

Bossi began his gaming career at the Australian-based gaming company Crown Casino Limited. After holding positions in compliance, finance, marketing and gaming, he was appointed to Executive General Manager of Marketing and Gaming Strategy. In that position, Bossi led the company's gaming and strategic marketing departments in addition to overseeing the development of advanced customer and market segmentation strategies and the integration of strategic marketing and gaming technology. Bossi was later named Senior Vice President of Marketing and Gaming Strategy, working internationally with teams from Australia, Macau, Canada and the United States in the development of marketing strategies, business improvement initiatives, master-planning and capital expenditure enhancements for the respective businesses.

Prior to his tenure at Crown Limited, Bossi earned a Bachelor of Commerce degree and Bachelor of Arts degree in Public Policy from the University of Melbourne.

Cannery Casino Resorts, LLC, owns and operates the Cannery Casino & Hotel in North Las Vegas; the Rampart Casino within the Resort in Summerlin, also home of the J.W. Marriott Resort; and Eastside Cannery Casino & Hotel. The company also owns and operates the Meadows Racetrack & Casino in Washington County, PA. Cannery Casino Resorts can be reached at (702) 856-5300. The specific property websites are as follows: Cannery Casino & Hotel and Eastside Cannery Casino & Hotel, www.cannerycasinos.com; Rampart Casino, www.rampartcasino.com. The Meadows Racetrack & Casino can be reached at (724) 503-1200, (877) 824-5050, or by visiting www.meadowsgaming.com.

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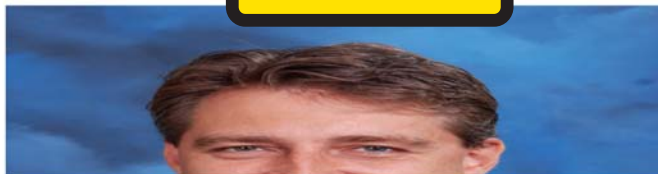
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leslie@preferredpublicrelations.com

EXHIBIT

1

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About Us

The Meadows is owned and operated by Cannery Casino Resorts, LLC®.



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210 Racetrack Road,
Washington, PA 15301

Cannery Casino Resorts, LLC®, owns and operates the Cannery Casino & Hotel® in North Las Vegas and Eastside Cannery Casino & Hotel®.

The company also owns and operates the Meadows Racetrack & Casino® in Washington County, PA. Cannery Casino Resorts® can be reached at (702) 856-5300.

The specific property websites are as follows: Cannery Casino & Hotel® and Eastside Cannery Casino & Hotel®, www.cannerycasinos.com.

The Meadows Racetrack & Casino® can be reached at
(724) 503-1200,
(877) 824-5050
or by visiting www.meadowsgaming.com.

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Food Court
Terrace Cafe
Bistecca Restaurant®
Delvin's Cafe
Cigar Bar

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Silks Lounge
Pacers Bar

ENTERTAINMENT

Meadows Lanes
Racing

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Upper Level Suites

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Directions

The Meadows is owned and operated
 by Cannery Casino Resorts, LLC®.
 The Meadows Racetrack and Casino®
 210 Racetrack Road,
 Washington, PA 15301

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Pennsylvania Gaming Control Board



As of November 27, 2012

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* Net Ownership Interest is based on common stock and does not account for other stock or debt offerings.

Category 1 Licensee Ownership

The Principals in the boxes below are required to be licensed by the PGCB because they are: 1) officers; 2) directors; 3) persons who directly hold a beneficial interest in or ownership of the securities of an applicant or licensee; 4) persons who have a controlling interest (own or beneficially holds 5% or more of the securities of a publicly traded company or 1% or more of the securities of a privately held company) in an applicant or licensee; 5) persons who have the ability to elect a majority of the board of directors of a licensee or to otherwise control a licensee; 6) lenders or other licensed financial institutions of an applicant or licensee, other than a bank or lending institution which makes a loan or holds a mortgage or lien acquired in the ordinary course of business; 7) underwriters of an applicant or licensee; 8) trustees, grantors or beneficiaries of a trust that is required to be an applicant or licensee; 9) persons who have the ability to control the management of investment funds; or 10) other persons or employees of an applicant or licensee deemed to be a principal by the PGCB.

Chester Downs and Marina, LLC

Breakdown of Ownership in the Organizational Chain

99.500	Harrah's Chester Downs Investment Company, LLC
0.250	George Miller
0.250	Kevin Flynn
<hr/> 100.000	

Harrah's Chester Downs Investment Company, LLC

100.000	Harrahs Operating Company, Inc.
---------	---------------------------------

Harrah's Operating Company, Inc.

100.000	Caesars Entertainment Corporation
---------	-----------------------------------

Caesars Entertainment Corporation

19.8646	Co-Invest Hamlet Holdings B LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
19.475	Publicly registered shares held by shareholders that each own less than 5%
18.5931	TPG Hamlet Holdings, LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
11.2430	Apollo Hamlet Holdings B, LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
9.9004	Apollo Hamlet Holdings, LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
9.9000	Paulson and Co Inc.
7.7581	Co-Invest Hamlet Holdings, Series LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
2.5504	TPG Hamlet Holdings B, LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
0.7157	Certain members of Harrah's Management
<hr/> 100.000	

Net Ownership Interest in Chester Downs and Marina, LLC

19.765	Co-Invest Hamlet Holdings B LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
19.377	Publicly registered shares held by shareholders that each own less than 5%
18.500	TPG Hamlet Holdings, LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
11.187	Apollo Hamlet Holdings B, LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
9.851	Apollo Hamlet Holdings, LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
9.851	Paulson and Co Inc.
7.719	Co-Invest Hamlet Holdings, Series LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
2.538	TPG Hamlet Holdings B, LLC (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
0.712	Certain members of Harrah's Management
0.250	George Miller
0.250	Kevin Flynn
<hr/> 100.00	

EXHIBIT

2

exhibitsticker.com



Pennsylvania Gaming Control Board



As of November 27, 2012

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Chester Downs and Marina, LLC - Principals

Gary W. Loveman	Karl Peterson	Michael D. Cohen
Charles A. Paelnick	George K. Miller, Jr.	Katrina R. Lane
Cheryl Ann Kondra	Joshua Harris	Kelvin Davis
Christopher J. Williams	Gregory J. Miller	Kevin D. Flynn
David Bonderman	James G. Coulter	Leon Black
Thomas Jenkins	Lynn Curtis Swann	Marc J. Rowan
Gary G. Michael	Jeffrey David Benjamin	
Diane Elizabeth Wilfong	David Sambur	
Donald Paul Marrantino	Jonathan J. Coslet	
Duane Douglas Holloway	Jinlong Wang	
Eric Press	Timothy Richard Donovan	
John Payne	Jeffrey Housenbold	

Downs Racing, LP

Ownership Interest in the Organizational Chain

99.990 Mohegan Tribal Gaming Authority
0.010 Mohegan Commercial Ventures-PA, LLC
100.000

Mohegan Commercial Ventures PA, LLC

100.000 Mohegan Tribal Gaming Authority

Mohegan Tribal Gaming Authority

100.000 Mohegan Tribe of Indians of Connecticut

Net Ownership Interest in Downs Racing, LP

100.000 Mohegan Tribe of Indians of Connecticut
100.000

Downs Racing, LP - Principals

Kathleen M. Regan-Pyne	Mitchell G. Etess	William Quidgeon
Bruce S. Bozsum	Leo M. Chupaska	Ralph J. Gessner, Jr.
Cheryl Todd	Thayne Douglas Hutchins, Jr.	Robert Soper
Mark F. Brown	David Rome	
Jonathan Hamilton	Mark Sperry	

Greenwood Gaming and Entertainment, Inc.

Breakdown of Ownership in the Organizational Chain

100.000 Greenwood G&E Holding, Inc.

Greenwood G&E Holding, Inc.

100.000 Greenwood Racing, Inc.

Greenwood Racing, Inc.

78.634 International Turf Investment Co., Inc.
9.315 Rock Ltd.
6.197 ITIC/ITAC, LLC
3.000 Robert Green
1.845 William Hogwood
1.009 International Turf Acquisition Co., Inc.
100.00

International Turf Acquisition Co., Inc.

100.000 Koorringal Holdings B.V.



Pennsylvania Gaming Control Board



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International Turf Investment Company, Inc.

100.000 Koorungal Holdings B.V.

ITIC/ITAC, LLC

99.000 International Turf Investment Co., Inc.

1.000 International Turf Acquisition Co., Inc.

100.000

Rock Ltd.

90.000 James Lane

10.000 Richard Kendle

100.000

Bensalem Racing Association, Inc.

100.000 Greenwood Racing, Inc.

Keystone Turf Club, Inc.

100.000 Greenwood Racing, Inc.

Koorungal Holdings B.V.

100.000 Koorungal Holdings Curacao N.V.

Koorungal Holdings Curacao N.V.

100.000 Watche Manoukian

Net Ownership Interest in Greenwood Gaming and Entertainment, Inc.

85.840 Watche Manoukian

8.384 James Lane

3.000 Robert Green

1.845 William Hogwood

0.932 Richard Kendle

100.00

Greenwood Gaming and Entertainment, Inc. - Principals

Robert W. Green	Watche A. Manoukian	David C. Budd
James Lane	Terrence A. Everett	William E. Hogwood
Richard J. Kendle	Anthony D. Ricci	

Mountainview Thoroughbred Racing Association

Breakdown of Ownership in the Organizational Chain

100.000 Penn National Gaming, Inc.

Penn National Gaming, Inc.

70.887 Publicly traded stock held by shareholders that each own less than 5%

9.952 BAMCO, Inc. Baron Capital Management (exempt institutional investor - see 58 Pa.Code §433a.5)

9.422 The Carlino Family Trust

5.933 Harris Associates L.P.

2.667 Peter M. Carlino

0.924 Remaining Corporate Directors and Executives

0.215 Gary Gilbert Trust

100.000



Pennsylvania Gaming Control Board



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Net Ownership Interest in Mountainview Thoroughbred Racing Association

70.887	Publicly traded stock held by shareholders that each own less than 5%
9.952	BAMCO, Inc. Baron Capital Management (exempt institutional investor - see 58 Pa.Code §433a.5)
9.422	The Carlino Family Trust
5.933	Harris Associates L.P.
2.667	Peter M. Carlino
0.924	Remaining Corporate Directors and Executives
0.215	Gary Gilbert Trust
100.000	

Mountainview Thoroughbred Racing Association - Principals

Barbara Z. Shattuck	John V. Finamore	Robert S. Ippolito
Desiree Ann Burke	Jordan B. Savitch	Frank Donaghue
Gregg Hart	Kyle Martin Sr.	Timothy J. Wilmott
Harold Cramer	Peter M. Carlino	Wesley Edens
John M. Jacquemin	Robert P. Levy	William J. Clifford
Saul Reibstein	Jay Snowden	Thomas Auriemma

Presque Isle Downs, Inc.

Breakdown of Ownership in the Organizational Chain

100.000 MTR Gaming Group, Inc.

MTR Gaming Group, Inc.

60.570	Publicly traded stock held by shareholders that each own less than 5%
18.300	Jeffrey P. Jacobs, Jeffrey P. Jacobs Revocable Trust, under declaration of trust dated 7/10/2000, Jacobs Entertainment, Inc., and Gameco Holdings, Inc.
9.460	Bridgade Capital Management, LLC (exempt institutional investor - see 58 Pa.Code §433a.5)
5.350	Fort Hoosac Management LLC (Arbiter Partners, LP)
6.320	Lafitte Fund I, LP, Lafitte Capital, LLC
100.000	

Net Ownership Interest in Presque Isle Downs, Inc.

52.310	Publicly traded stock held by shareholders that each own less than 5%
18.300	Jeffrey P. Jacobs, Jeffrey P. Jacobs Revocable Trust, under declaration of trust dated 7/10/2000, Jacobs Entertainment, Inc., and Gameco Holdings, Inc.
8.740	Bridgade Capital Management, LLC (exempt institutional investor - see 58 Pa.Code §433a.5)
7.460	Fort Hoosac Management LLC (Arbiter Partners, LP)
6.870	Par Investment Partners, L. P.
6.320	Lafitte Fund I, LP, Lafitte Capital, LLC
100.000	

Presque Isle Downs, Inc. - Principals

Jeffrey Dahl	Minor Child 1	Steven Michael Billick
Stanley R. Gorom III	Minor Child 2	Thomas F. Trygar
Rose M. Williams	Minor Child 3	Vincent James Azzarello
James V. Stanton	Minor Child 4	Narciso Rodriguez-Cayro
Jeffrey P. Jacobs	Minor Child 5	Robert A. Blatt
John W. Bittner	Minor Child 6	Richard F. Delatore
Lynda L. Jacobs	Raymond K. Lee	Fred Buro
Joseph Billhimer		



Pennsylvania Gaming Control Board



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Washington Trotting Association, Inc.

Breakdown of Ownership in the Organizational Chain

100.000 PA Meadows, LLC

PA Meadows, LLC

100.000 PA MezzCo, LLC

PA MezzCo, LLC

100.000 Cannery Casino Resorts, LLC

Cannery Casino Resorts, LLC

43.790 Millennium Gaming, Inc.

31.710 OCM AcquisitionCo, LLC

12.250 Crown CCR Group Investments One, LLC

12.250 Crown CCR Group Investments Two, LLC

100.000

Millennium Gaming, Inc.

50.000 William Paulos

50.000 William Wortman

100.000

OCM AcquisitionCo, LLC

100.000 OCM Blocker, LLC

OCM Blocker, LLC

100.000 OCM HoldCo, LLC

OCM HoldCo, LLC

100.000 Voting Membership Interest - OCM VoteCo, LLC

100.000 Non-Voting Membership Interest - OCM InvestCo, LLC

OCM VoteCo, LLC

14.286 Ronald Beck

14.286 Stephen Kaplan

14.286 John Frank

14.286 Bruce Karsh

14.286 David Kirchheimer

14.286 Howard Marks

14.286 Sheldon Stone

100.000

Crown CCR Group Investments One, LLC

100.000 Crown CCR Holdings, LLC

Crown CCR Group Investments Two, LLC

100.000 Crown CCR Holdings, LLC

Crown CCR Holdings, LLC

100.000 Crown CCR Holdings General Partnership

Crown CCR Holdings General Partnership

99.000 Crown CCR Group Holdings One Pty., Ltd

1.000 Crown CCR Group Holdings Two Pty., Ltd

100.000



Pennsylvania Gaming Control Board



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Crown CCR Group Holdings Two Pty, Ltd

100.000 Crown CCR Group Holdings One Pty, Ltd

Crown CCR Group Holdings One Pty, Ltd

100.000 Crown Entertainment Group Holdings Pty, Ltd

Crown Entertainment Group Holdings Pty, Ltd

100.000 Crown Limited

Crown Limited

54.000 Publicly traded stock in Crown held by shareholders that each own less than 5%
46.000 Consolidated Press Holdings Limited
100.000

Consolidated Press Holdings Limited

100.000 Cairnton Holdings Limited

Cairnton Holdings Limited

100.000 Consolidated Press Holdings Limited

Consolidated Press Holdings Limited

100.000 Consolidated Custodians International Limited

Consolidated Custodians International Limited

83.530 Custodians No. 8 Trust
16.470 Shareholders that each own less than 5%
100.000

Net Ownership Interest in Washington Trotting Association, Inc.

21.895 William Paulos
21.895 William Wortman
13.000 Publicly traded stock in Crown held by shareholders that each own less than 5%
9.606 Custodians No. 8 Trust
4.530 Ronald Beck
4.530 Stephen Kaplan
4.530 John Frank
4.530 Bruce Karsh
4.530 David Kirchheimer
4.530 Howard Marks
4.530 Sheldon Stone
1.894 Shareholders in Consolidated Press Holdings Group that each own less than 5%
100.000

Washington Trotting Association, Inc. - Principals

John B. Frank	William Joseph Paulos	Benjamin A. Brazil
Bruce A. Karsh	Ryan S. Toland	Howard S. Marks
Carl Stix	Michael A. Day	Guy T. Hillyer
William C. Wortman	Stephen A. Kaplan	Thomas A. Lettero
David M. Kirchheimer	Sheldon M. Stone	Xavier B. Walsh
Ronald N. Beck	Ashok P. Jacobs	James D. Packer
Gretel Packer	John H. Alexander	Kenneth M. Barton
Michael J. Neilson	Michael R. Johnston	Heidi Hamer
Rowena Danziger	Rowen B. Craigie	Brenda Decker



Pennsylvania Gaming Control Board



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Category 2 Licensee Ownership

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Holdings Acquisition Co., LP

Breakdown of Ownership in the Organizational Chain

Holdings Acquisition Co. L.P.

99.500 Holdings Gaming Borrower, L.P.
0.500 Holdings Acquisition Co. GP, L.L.C.

100.000

Holdings Acquisition Co GP, L.L.C.

100.000 Holdings Gaming Borrower, L.P.

Holdings Gaming Borrower, L.P.

99.500 Pittsburgh Gaming Holdings, L.P.
0.500 Holdings Gaming Borrower GP, L.L.C.

100.000

Holdings Gaming Borrower GP, L.L.C.

100.000 Pittsburgh Gaming Holdings, L.P.

Pittsburgh Gaming Holdings, L.P.

89.500 Pittsburgh Gaming Investors, L.P.
5.000 GRS PITG Holdings Corp
5.000 PFRS PITG Holdings Corp
0.500 Pittsburgh Gaming Holdings GP, L.L.C.

100.000

Pittsburgh Gaming Holdings GP, L.L.C.

100.000 Pittsburgh Gaming Investors Intermediate, L.L.C.

Pittsburgh Gaming Investors Intermediate, L.L.C.

100.000 Pittsburgh Gaming Investors, L.P.

PFRS PITG Holdings Corp

100.000 Police and Fire Retirement System of City of Detroit

GRS PITG Holdings Corp

100.000 General Retirement System of City of Detroit

Pittsburgh Gaming Investors, L.P.

73.770 Walton Majestic Star Holdings VI, LP
18.730 High Pitt Gaming, L.P.
6.830 Cira Pittsburgh Gaming Investor, L.P.
0.500 Pittsburgh Gaming Investors GP, LLC
0.170 HPP, LP

100.000



Pennsylvania Gaming Control Board



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HPP, LP

100.000 Shareholders that each own less than 1% in Holdings (see 58 Pa.Code §433a.3(d))
100.000

Pittsburgh Gaming Investors GP, L.L.C.

75.000 Walton Majestic Star Holdings VI, LP
25.000 High Pitt Gaming, LP
100.000

Cira Pittsburgh Gaming Investor, L.P.

46.130 Ira Lubert
30.000 Athena Venture Partners, LP and G-3 GST LP (exempt institutional investors - see 58 Pa.Code §433a.5)
23.370 Shareholders that each own less than 1% in Holdings (see 58 Pa.Code §433a.3(d))
0.500 Cira Pittsburgh Gaming Investor GP, LLC
100.000

Cira Pittsburgh Gaming Investor GP, LLC

100.000 Ira Lubert

High Pitt Gaming, L.P.

30.800 AGB Trust
30.800 LNB Trust
30.800 MAB Trust
7.100 Shareholders that each own less than 1%
0.500 High Pitt Gaming GP, L.L.C.
100.00

High Pitt Gaming GP, L.L.C.

30.955 AGB Trust
30.955 LNB Trust
30.955 MAB Trust
7.135 Greg Carlin
100.000

Walton Majestic Star Holdings VI, LP

99.500 Walton Street Funds (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
0.500 Walton Majestic Star Holdings VI GP, L.L.C.
100.0000

Walton Majestic Star Holdings VI GP, L.L.C.

100.000 Walton Street Funds (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
100.000

Net Ownership Interest in Holdings Acquisition Co., LP

64.430 Walton Street Funds (Entity comprised of exempt investment funds - see 58 Pa.Code §433a.4(f))
5.806 Shareholders that each own less than 1%
5.000 Police and Fire Retirement System of City of Detroit
5.000 General Retirement System of City of Detroit
5.072 AGB Trust
5.072 LNB Trust
5.072 MAB Trust
2.768 Ira Lubert
1.780 Athena Venture Partners, LP and G-3 GST LP (exempt institutional investors - see 58 Pa.Code §433a.5)
100.000



Pennsylvania Gaming Control Board



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Holdings Acquisition Co., LP - Principals

Neil Bluhm	Ira M. Lubert	Minor Child 3
Andrew G. Bluhm	Jeffrey S. Quicksilver	Minor Child 4
David G. Patent	Joseph Richard Scibetta	Minor Child 5
Kenneth J. Weaver	Leslie N. Bluhm	Minor Child 6
Eric C. Mogentale	Meredith A. Bluhm-Wolf	Minor Child 7
Gregory Carlin	Minor Child 1	Abraham Han
Ira. J. Schulman	Minor Child 2	Jon Reynerston

Mount Airy #1, LLC

Breakdown of Ownership in the Organizational Chain

100.000 Mount Airy Holdco, LLC

Mount Airy Holdco, LLC

14.2857 Grantor Trust - II of Lisa DeNaples
 14.2857 Grantor Trust - II of Louis A. DeNaples, Jr.
 14.2857 Grantor Trust - II of Donna Dileo
 14.2857 Grantor Trust - II of Anne DeNaples
 14.2857 Grantor Trust - II of Dominica DeNaples
 14.2857 Grantor Trust - II f/b/o Children of Mary Glodzik
 14.2857 Grantor Trust - II f/b/o Children of Nicholas DeNaples
 100.000

Net Ownership Interest in Mount Airy #1, LLC

14.2857 Grantor Trust - II of Lisa DeNaples
 14.2857 Grantor Trust - II of Louis A. DeNaples, Jr.
 14.2857 Grantor Trust - II of Donna Dileo
 14.2857 Grantor Trust - II of Anne DeNaples
 14.2857 Grantor Trust - II of Dominica DeNaples
 14.2857 Grantor Trust - II f/b/o Children of Mary Glodzik
 14.2857 Grantor Trust - II f/b/o Children of Nicholas DeNaples
 100.000

Mount Airy #1, LLC - Principals

Anne Elizabeth DeNaples	Louis Anthony DeNaples, Jr.	Lisa A. DeNaples
Lucian Ross	Thomas Cummings	Donna Dominica Dileo
Dominica Pia DeNaples	Lawrence Lance Cole	
Minor Child 1	Minor Child 2	Minor Child 3
Minor Child 4	Minor Child 5	Minor Child 6
Minor Child 7	Minor Child 8	Minor Child 9
Minor Child 10	Minor Child 11	Minor Child 12
Minor Child 13	Minor Child 14	

Sands Bethworks Gaming, LLC

Breakdown of Ownership in the Organizational Chain

90.000 Sands Pennsylvania, Inc.
 10.000 BethWorks Now, LLC
 100.000

Sands Pennsylvania, Inc.

96.000 Venetian Casino Resort, LLC
 2.500 Pasquale T. Deon
 1.500 James C. Schwartzman
 100.000



Pennsylvania Gaming Control Board



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Venetian Casino Resort, LLC

100.000 Las Vegas Sands, LLC

Las Vegas Sands, LLC

100.000 Las Vegas Sands Corp.

Las Vegas Sands Corp.

40.300 Dr. Miriam Adelson
16.000 Publicly traded stock held by shareholders that each own less than 5%
12.900 Officer and Director shareholders that each own less than 5% each
12.400 Sheldon Adelson
9.200 Sheldon G. Adelson 2007 Remainder Trust
9.200 Sheldon G. Adelson 2007 Friends and Family Trust

100.000

BethWorks Now, LLC

50.000 BethWorks GGQ, LLC
50.000 BethWorks FP, LLC

100.000

BethWorks GGQ, LLC

37.500 Barry Gosin
37.500 Shareholders that each own less than 1%
25.000 James Kuhn

100.000

BethWorks FP, LLC

50.000 Michael Perrucci
50.000 Richard Fischbein

100.000

Net Ownership Interest in Sands Bethworks Gaming, LLC

34.819 Dr. Miriam Adelson
13.824 Publicly traded stock held by shareholders that each own less than 5%
11.146 Officer and Director shareholders who each own less than 5%
10.714 Sheldon Adelson
7.949 Sheldon G. Adelson 2007 Remainder Trust
7.949 Sheldon G. Adelson 2007 Friends and Family Trust
2.250 Pasquale T. Deon
2.500 Michael Perrucci
2.500 Richard Fischbein
1.350 C. Schwartzman
1.875 Barry Gosin
1.875 Shareholders that each own less than 1%
1.250 James Kuhn

100.000

Sands Bethworks Gaming, LLC - Principals

Barry M. Gosin	Jeffrey Howard Schwartz	Pasquale T. Deon
Daniel William Eitnier	Richard S. Fischbein	Gayle Hymen
Frederick H. Kraus	Kenneth Jeffrey Kay	Robert C. Rubenstein
Gary Steven Hernishin	Kimberly Kay McCabe	Robert G. Goldstein
Irwin A. Siegel	Michael A. Leven	Sheldon G. Adelson
James C. Schwartzman	Michael Alan Quartieri	Timothy Dennis Stein
James D. Kuhn	Michael J. Perrucci	Charles Forman
Jason N. Ader	Miriam Ochshorn Adelson	Irwin Chafetz
Timothy Notaro	John Caparella	Ira Raphaelson
Christopher Cahill		



Pennsylvania Gaming Control Board



As of November 27, 2012

The ownership interests reflected below were provided by the licensees/applicants.

* Net Ownership Interest is based on common stock and does not account for other stock or debt offerings.

Sugarhouse HSP Gaming, LP

Breakdown of Ownership in the Organizational Chain

SugarHouse HSP Gaming, LP

99.900 SugarHouse HSP Gaming Prop. Mezz, L.P.

0.100 SugarHouse HSP Gaming Prop. GP, LLC

100.000

SugarHouse HSP Gaming Prop. GP, LLC

100.000 SugarHouse HSP Gaming Prop. Mezz, LP

SugarHouse HSP Gaming Prop. Mezz, LP

99.900 SugarHouse HSP Gaming Prop. Holdings, LP

0.100 SugarHouse HSP Gaming Prop. Mezz GP, LLC

100.000

SugarHouse HSP Gaming Prop. Mezz GP, LLC

100.000 SugarHouse HSP Gaming Prop. Holdings, LP

SugarHouse HSP Gaming Prop. Holdings, LP

99.900 HSP Gaming, LP

0.100 SugarHouse HSP Gaming Prop. Holdings GP, LLC

100.000

SugarHouse HSP Gaming Prop. Holdings GP, LLC

100.000 HSP Gaming, LP

HSP Gaming, LP

66.250 High Penn Gaming, LP

33.650 RPRS Gaming, LP

0.100 HP Gaming Partners, LP

100.000

High Penn Gaming, LP

28.57 Neil G. Bluhm Family Descendants Trust

21.00 2002 LNB Family Dynasty Trust

20.94 2002 AGB Family Dynasty Trust

14.40 Meredith A. Bluhm-Wolf 2006 Family Trust

9.98 Gregory Carlin

1.80 Neil Bluhm

1.00 Meredith A. Bluhm-Wolf

1.00 Leslie N. Bluhm

1.00 Andrew Bluhm

0.21 Less than 1% Owners

0.10 High Penn Gaming, LLC

100.00

HP Gaming Partners, LP

79.900 High Penn Gaming, LLC

20.000 Jerry Johnson

0.100 High Penn Gaming, LP

100.000



Pennsylvania Gaming Control Board



As of November 27, 2012

The ownership interests reflected below were provided by the licensees/applicants.

* Net Ownership Interest is based on common stock and does not account for other stock or debt offerings.

High Penn Gaming, LLC

60.000 Neil Bluhm
30.000 Andrew Bluhm
10.000 Gregory Carlin

100.000

RPRS Gaming, LP

39.000 RMP Gaming, LP
19.240 Barbara Sprague
19.240 Thomas Sprague
8.750 Daniel Keating
7.770 William Lamb
2.000 Peter DePaul
1.000 Stephen Cozen
1.000 RPRS Gaming, LLC
0.490 Kateri Ross Lamb DePetris
0.490 Amanda Lamb Griffin
0.500 Jerry Johnson
0.520 Richard Sprague

100.000

RPRS Gaming, LLC

50.000 Richard Sprague
50.000 Robert Potamkin

100.000

RMP Gaming, LP

49.500 Robert Potamkin
49.500 2005 AAA Trust
1.000 RMP Gaming, LLC

100.000

RMP Gaming, LLC

100.000 Robert Potamkin

Net Ownership Interest in Sugarhouse HSP Gaming, LP

18.929 Neil G. Bluhm Family Descendants Trust
13.915 2002 LNB Family Dynasty Trust
13.871 2002 AGB Family Dynasty Trust
9.541 Meredith A. Bluhm-Wolf 2006 Family Trust
6.796 Robert Potamkin
6.611 Gregory Carlin
6.496 2005 AAA Trust
6.474 Barbara Sprague
6.474 Thomas Sprague
4.144 Shareholders that each own less than 1%
2.944 Daniel Keating
2.615 William Lamb
1.190 Neil G. Bluhm

100.000

Sugarhouse HSP Gaming, LP - Principals

Andrew G. Bluhm	Minor Child 1	Minor Child 9
Barbara A. Sprague	Minor Child 2	Minor Child 10
Daniel J. Keating	Minor Child 3	Neil G. Bluhm
Gregory A. Carlin	Minor Child 4	Richard A. Sprague
Jerry Johnson	Minor Child 5	Robert A. Potamkin
Leslie N. Bluhm	Minor Child 6	Thomas A. Sprague
Lexie H. Potamkin	Minor Child 7	William H. Lamb
Meredith A. Bluhm-Wolf	Minor Child 8	Joseph Scibetta
David Patent		



Pennsylvania Gaming Control Board



As of November 27, 2012

The ownership interests reflected below were provided by the licensees/applicants.

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Category 2 Applicant Ownership Philadelphia Applicants

Market East Associates, LP

8th and Market Street, Philadelphia

Breakdown of Ownership in the Organizational Chain

Market East Associates, LP

49.500	Market East GG Investors, L.P.
29.700	Ira Lubert
9.900	Michael Heller
9.900	Inner - City Gaming, LLC
1.000	Market East GP, LLC
<hr/>	
100.000	

Market East GP, LLC

50.000	Market East GG Investors, L.P.
30.000	Ira Lubert
10.000	Michael Heller
10.000	Inner - City Gaming, LLC
<hr/>	
100.000	

Market East GG Investors, L.P.

98.900	Kenneth N. Goldenberg
1.000	Kenneth N. Goldenberg
0.100	Anita B. Goldenberg
<hr/>	
100.000	

Inner City Gaming, LLC

25.000	Dennis E. Cook
22.650	Willie F. Johnson
22.650	Bernard W. Smalley, Sr.
9.900	Mary V. Lawton
9.900	William R. Miller
9.900	Thomas A. Leonard
<hr/>	
100.000	

Net Ownership Interest in Market East Associates, LP

49.950	Kenneth N. Goldenberg
30.000	Ira Lubert
10.000	Michael Heller
2.265	Willie F. Johnson
2.265	Bernard Smalley, Sr.
2.500	Dennis E. Cook
0.990	Mary V. Lawton
0.990	William R. Miller
0.990	Thomas A. Leonard
0.050	Anita B. Goldenberg
<hr/>	
100.000	

Market East Associates, LP - Principals

Kenneth N. Goldenberg	Ira Lubert	Michael Heller
Willie F. Johnson	Bernard Smalley, Sr.	Dennis E. Cook



Pennsylvania Gaming Control Board



As of November 27, 2012

The ownership interests reflected below were provided by the licensees/applicants.

* Net Ownership Interest is based on common stock and does not account for other stock or debt offerings.

PA Gaming Ventures, LLC

700 Packer Avenue, Philadelphia

Breakdown of Ownership in the Organizational Chain

PA Gaming Ventures, LLC

66.667 Philadelphia Casino Benefit Corp

33.333 Penn National Gaming, Inc.

100.000

Philadelphia Casino Benefit Corp

100.000 Philadelphia Casino Benefit Corp ("PCBC") --a Pennsylvania nonprofit corporation organized upon a nonstock basis pursuant to Section 5306(a) (6) of the Pennsylvania Nonprofit Corporation Law of 1988.

Penn National Gaming, Inc.

70.887 Publicly traded stock held by shareholders that each own less than 5%

9.952 BAMCO, Inc. Baron Capital Management (exempt institutional investor - see 58 Pa.Code §433a.5)

9.422 The Carlino Family Trust

5.933 Harris Associates L.P.

2.667 Peter M. Carlino

0.924 Remaining Corporate Directors and Executives

0.215 Gary Gilbert Trust

100.000

Net Ownership Interest in PA Gaming Ventures, LLC

66.667 Philadelphia Casino Benefit Corp

23.606 Publicly traded stock held by shareholders that each own less than 5%

3.314 BAMCO, Inc. Baron Capital Management (exempt institutional investor - see 58 Pa.Code §433a.5)

3.138 The Carlino Family Trust

1.976 Harris Associates L.P.

0.888 Peter M. Carlino

0.308 Remaining Corporate Directors and Executives

0.072 Gary Gilbert Trust

100.000

PA Gaming Ventures, LLC - Principals

Peter M. Carlino	Timothy Wilmott	William Clifford
Robert Ippolito	Jordan Savitch	Frank Donaghue
John Finamore	Gregg Hart	Desiree Burke
Kyle Martin	John Jacquemin	Harold Cramer
Barbara Shattuck-Kohn	Wesley Edens	Saul Reibstein
Jay Snowden	Joseph Domenico	

PHL Local Gaming, LLC

3333 S. Front Street Philadelphia, PA 19148

Breakdown of Ownership in the Organizational Chain

PHL Local Gaming, LLC

100.000 Joseph G. Procacci

100.000

Net Ownership Interest in PHL Local Gaming, LLC

100.000 Joseph G. Procacci

Merit PHL, LLC (Management Co for PHL Local Gaming, LLC)

Merit PHL, LLC

100.000 Joseph J. Canfora

100.000



Pennsylvania Gaming Control Board



As of November 27, 2012

The ownership interests reflected below were provided by the licensees/applicants.

* Net Ownership Interest is based on common stock and does not account for other stock or debt offerings.

PHL Local Gaming, LLC and Merit PHL, LLC- Principals

Joseph G. Procacci	Joseph J. Canfora
--------------------	-------------------

Stadium Casino, LLC

900 Packer Avenue, Philadelphia

Breakdown of Ownership in the Organizational Chain

Stadium Casino, LLC

50.000	Stadium Casino Baltimore Investors, LLC
50.000	Stadium Casino Investors, LLC
<hr/>	
100.000	

Stadium Casino Baltimore Investors, LLC

29.340	Jonathan Cordish
29.330	Blake Cordish
29.330	Reed Cordish
10.000	Joseph Weinberg
2.000	Charles Jacobs
<hr/>	
100.000	

Stadium Casino Investors, LLC

100.000	Sterling Investors Trust
<hr/>	
100.000	

Net Ownership Interest in Stadium Casino, LLC

50.000	Sterling Investors Trust
14.670	Jonathan Cordish
14.665	Blake Cordish
14.665	Reed Cordish
5.000	Joseph Weinberg
1.000	Charles Jacobs
<hr/>	
100.000	

Stadium Casino, LLC - Principals

Charles Jacobs	Jonathan Cordish	Blake Cordish
Wachte A. Manoukian	Reed Cordish	Joseph Weinberg
Yeghiche Wachte Manoukian	Karnig Wachte Manoukian	Aram Wachte Manoukian

Tower Entertainment, LLC

400 North Broad Street, Philadelphia

Breakdown of Ownership in the Organizational Chain

Tower Gaming, LLC

100.000	Tower Gaming, LLC
<hr/>	
100.000	

Tower Gaming, LLC

100.000	Bart Blatstein
<hr/>	
100.000	

Net Ownership Interest in Tower Entertainment, LLC

100.000	Bart Blatstein
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HR Philadelphia Manager, LLC (Management Co for Tower Entertainment, LLC)

HR Philadelphia Manager, LLC

100.000	Seminole Hard Rock Entertainment, Inc.
<hr/>	
100.000	



Pennsylvania Gaming Control Board



As of November 27, 2012

The ownership interests reflected below were provided by the licensees/applicants.

* Net Ownership Interest is based on common stock and does not account for other stock or debt offerings.

Seminole Hard Rock Entertainment, Inc.

100.000 SHRE/SHRI, LLC
100.000

SHRE/SHRI, LLC

100.000 Seminole HR Holdings, LLC
100.000

Seminole HR Holdings, LLC

100.000 Seminole Tribe of Florida
100.000

Tower Entertainment, LLC and HR Philadelphia Manager, LLC- Principals

Bart Blatstein	Brad Buchanan	Elrod Bowers
Jim Shore	Michael D. Rumbolz	Robert L. Gips
Henry W. Hornbostel	Agnes Billie-Motlow	Carla Gopher
James F. Allen		

Wynn PA, Inc.

2001 Beach Street and 2001 through 2005 Richmond Street, Philadelphia
Breakdown of Ownership in the Organizational Chain

Wynn PA, Inc.

100.000 Wynn Resorts, Limited
100.000

Wynn Resorts, Limited

58.700 Publicly traded stock held by shareholders that each own less than 5%
16.400 Waddell & Reed Financial, Inc. (Institutional Investor)
10.000 Stephen A. Wynn
7.900 Elaine P. Wynn
7.000 Marsico Capital Management (exempt institutional investor - see 58 Pa.Code §433a.5)
100.000

Net Ownership Interest in Wynn PA, Inc.

58.700 Publicly traded stock held by shareholders that each own less than 5%
16.400 Waddell & Reed Financial, Inc. (Institutional Investor)
10.000 Stephen A. Wynn
7.900 Elaine P. Wynn
7.000 Marsico Capital Management (exempt institutional investor - see 58 Pa.Code §433a.5)
100.000

Wynn PA, Inc. - Principals

Stephen A. Wynn	Marc D. Schorr	Matthew O. Maddox
Kim Sinatra	D. Boone Wayson	Alvin Shoemaker
Robert J. Miller	Elaine P. Wynn	John Strzemp
Kevin Tourek		



Pennsylvania Gaming Control Board



As of November 27, 2012

The ownership interests reflected below were provided by the licensees/applicants.

* Net Ownership Interest is based on common stock and does not account for other stock or debt offerings.

Category 3 Licensee Ownership

The Principals in the boxes below are required to be licensed by the PGCB because they are: 1) officers; 2) directors; 3) persons who directly hold a beneficial interest in or ownership of the securities of an applicant or licensee; 4) person who have a controlling interest (own or beneficially holds 5% or more of the securities of a publicly traded company or 1% or more of the securities of a privately held company) in an applicant or licensee; 5) persons who have the ability to elect a majority of the board of directors of a licensee or to otherwise control a licensee; 6) lenders or other licensed financial institutions of an applicant or licensee, other than a bank or lending institution which makes a loan or holds a mortgage or lien acquired in the ordinary course of business; 7) underwriters of an applicant or licensee; 8) trustees, grantors or beneficiaries of a trust that is required to be an applicant or licensee; 8) trustees, grantors or beneficiaries of a trust that is required to be licensed; 9) persons who have the ability to control the management of investment funds; or 10) other persons or employees of an applicant or licensee deemed to be a principal by the PGCB.

Valley Forge Convention Center Partners, LP

Breakdown of Ownership in the Organizational Chain

36.036	Ira Lubert
30.000	CMS VF Partners, L.P.
13.860	Jonathan Lubert
12.474	Michael Heller
3.465	Ken Kochenour
3.465	Barbara Evans
0.700	Valley Forge Convention Center Partners GP, LLC
<hr/>	
100.000	

Valley Forge Convention Center Partners GP, LLC

52.020	Ira Lubert
19.980	Jonathan Lubert
18.000	Michael Heller
5.000	Ken Kochenour
5.000	Barbara Evans
<hr/>	
100.000	

Net Ownership Interest in Valley Forge Convention Center Partners, LP

36.400	Ira Lubert
30.000	CMS VF Partners, L.P.
14.000	Jonathan Lubert
12.600	Michael Heller
3.500	Ken Kochenour
3.500	Barbara Evans
<hr/>	
100.000	

Valley Forge Convention Center Partners, LP - Principals

Barbara Evans	Jonathan Lubert	Michael Heller
Kenneth Kochenour	William Landman	Ira M. Lubert
Tommy Rosenfeld		



Pennsylvania Gaming Control Board



As of November 27, 2012

The ownership interests reflected below were provided by the licensees/applicants.

* Net Ownership Interest is based on common stock and does not account for other stock or debt offerings.

Woodlands Fayette, LLC

Breakdown of Ownership in the Organizational Chain

100.000 Nemacolin Woodlands, Inc.

Nemacolin Woodlands, Inc.

100.000 The 2001 Irrevocable Trust for Margaret H. Magerko

Net Ownership Interest in Woodlands Fayette, LLC

100.000 The 2001 Irrevocable Trust for Margaret H. Magerko

Woodlands Fayette, LLC- Principals

Margaret Ann Magerko	Cheri Lee Bomar	Peter J. Magerko
Joseph A. Hardy III	Alan J. Glazer	Dale R. Black
Edmund I. Quatmann Jr.	James B. Perry	Jeffrey D. Goldstein
Lee S. Wielansky	Richard A. Goldstein	Robert S. Goldstein
Timothy A. Ilsley	Arnold Block	Michael Fries
Virginia M. McDowell	William R. Baker	



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Word Mark

THE MEADOWS RACETRACK & CASINO

Goods and Services

IC 016. US 002 005 022 023 029 037 038 050. G & S: Periodic publications in the nature of magazines and newsletters concerning gaming instructions and events at and facilities of a hotel casino resort; writing instruments, stationery, and postcards. FIRST USE: 20110107. FIRST USE IN COMMERCE: 20110107

Mark Drawing Code

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code

26.13.14 - Quadrilateral (three or more quadrilaterals); Three or more quadrilaterals
26.13.21 - Quadrilaterals that are completely or partially shaded
26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters

Serial Number

77105661

Filing Date

February 12, 2007

Current Basis

1A

Original Filing Basis

1B

Published for Opposition

February 26, 2008

Registration Number

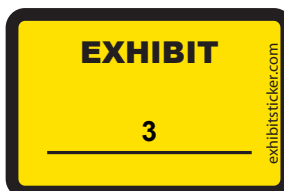
3994155

Registration Date

July 12, 2011

Owner

(REGISTRANT) Cannery Casino Resorts, LLC LIMITED LIABILITY COMPANY NEVADA 9107



West Russell Road Las Vegas NEVADA 89148

Attorney of Record Bryce K. Earl

Prior Registrations 2656162;2674278

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RACETRACK & CASINO" APART FROM THE MARK AS SHOWN

Description of Mark Color is not claimed as a feature of the mark.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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Word Mark	THE MEADOWS RACETRACK & CASINO
Goods and Services	IC 025, US 022 039, G & S: Clothing, namely, shirts, T-shirts, polo shirts, jackets, hats, caps, sweaters and sweatshirts. FIRST USE: 20080400. FIRST USE IN COMMERCE: 20080400
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.13.14 - Quadrilateral (three or more quadrilaterals); Three or more quadrilaterals 26.13.21 - Quadrilaterals that are completely or partially shaded 26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters
Trademark Search Facility Classification Code	NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters, punctuation and mathematical signs, zodiac signs, prescription marks SHAPES-BAR-BANDS Designs with bar, bands or lines SHAPES-GEOMETRIC Geometric figures and solids including squares, rectangles, quadrilaterals and polygons
Serial Number	77105667
Filing Date	February 12, 2007
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	March 25, 2008
Registration Number	3752644

Registration Date February 23, 2010
Owner (REGISTRANT) Cannery Casino Resorts, LLC LIMITED LIABILITY COMPANY NEVADA 9107
West Russell Road Las Vegas NEVADA 89148
Attorney of Record Bryce K. Earl, Esq.
Prior Registrations 2656162;2674278
Description of Mark Color is not claimed as a feature of the mark.
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Word Mark	THE MEADOWS RACETRACK & CASINO
Goods and Services	IC 028. US 022 023 038 050. G & S: Gaming equipment, namely, chips. FIRST USE: 20100715. FIRST USE IN COMMERCE: 20100715
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.13.14 - Quadrilateral (three or more quadrilaterals); Three or more quadrilaterals 26.13.21 - Quadrilaterals that are completely or partially shaded 26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters
Serial Number	77105671
Filing Date	February 12, 2007
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	February 26, 2008
Registration Number	3990278
Registration Date	July 5, 2011
Owner	(REGISTRANT) Cannery Casino Resorts, LLC LIMITED LIABILITY COMPANY NEVADA 9107 West Russell Road Las Vegas NEVADA 89148
Attorney of Record	Bryce K. Earl, Esq.
Prior Registrations	2656162;2674278
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CASINO" APART FROM THE

MARK AS SHOWN

Description of Mark Color is not claimed as a feature of the mark.**Type of Mark** TRADEMARK**Register** PRINCIPAL**Live/Dead Indicator** LIVE

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Word Mark	THE MEADOWS RACETRACK & CASINO
Goods and Services	IC 041. US 100 101 107. G & S: Casino and gaming services; providing gaming facilities; conducting and providing facilities for special events featuring casino and gaming contests and tournaments; entertainment services in the nature of providing facilities to view television, cable television and pay-per-view television entertainment programs or episodes featuring sporting events, commentators and betting experts discussing sporting events; and nightclub services. FIRST USE: 20090415. FIRST USE IN COMMERCE: 20090415
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.11.21 - Rectangles that are completely or partially shaded 26.13.14 - Quadrilateral (three or more quadrilaterals); Three or more quadrilaterals 26.13.21 - Quadrilaterals that are completely or partially shaded 26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters
Trademark Search Facility Classification Code	NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks SHAPES-BAR-BANDS Designs with bar, bands or lines SHAPES-GEOMETRIC Geometric figures and solids including squares, rectangles, quadrilaterals and polygons
Serial Number	77105674
Filing Date	February 12, 2007
Current Basis	1A
Original Filing Basis	1B

Published for Opposition May 6, 2008
Registration Number 3696286
Registration Date October 13, 2009
Owner (REGISTRANT) Cannery Casino Resorts, LLC LIMITED LIABILITY COMPANY NEVADA 9107
West Russell Road Las Vegas NEVADA 89148
Attorney of Record Bryce K. Earl, Esq.
Prior Registrations 2656162;2674278
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RACETRACK & CASINO" APART
FROM THE MARK AS SHOWN
Description of Mark Color is not claimed as a feature of the mark.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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 Neighborhood Partners
 Adios Lounge

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Food Court
 Terrace Cafe
 Bistecca Restaurant®
 Delvin's Cafe
 Cigar Bar

BARS & LOUNGES

Silks Lounge
 Pacers Bar

ENTERTAINMENT

Meadows Lanes
 Racing

MEETINGS/GROUPS

Banquet Room
 Upper Level Suites

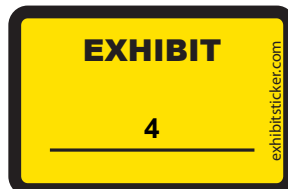
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Business Entity Filing History**Date:** 12/11/2012(Select the link above to view the
Business Entity's Filing History)**Online Ordering****Business Name History**

Name	Name Type
THE MEADOWS RACETRACK & CASINO	Current Name

Fictitious Names - Domestic - Information

Entity Number:	3702879
Status:	Active
Entity Creation Date:	1/22/2007
State of Business.:	PA
Principal Place of Business:	Racetrack Rd Meadow Lands PA 15347
Mailing Address:	No Address

Owner Information**Owner(s) for:** THE MEADOWS RACETRACK & CASINO**Owners**

Name:	WTA ACQUISITION CORP
Mailing Address:	% Ct Corporation System PA 0 -0
Name:	WASHINGTON TROTTERING ASSOCIATION, INC.
Mailing Address:	% Ct Corporation System PA 0 -0

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EXHIBIT**5**

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RULES AND REGULATIONS

PENNSYLVANIA GAMING CONTROL BOARD

[58 PA. CODE CHS. 521, 531, 533, 537 AND 549]

Temporary Table Game Surveillance Requirements; Temporary Table Game Rules for Roulette, Big Six Wheel, Craps and Blackjack

[40 Pa.B. 985]

[Saturday, February 20, 2010]

The Pennsylvania Gaming Control Board (Board), under its general authority in 4 Pa.C.S. § 1303A (relating to temporary table game regulations) enacted by the act of January 7, 2010 (Act 1) and the specific authority in 4 Pa.C.S. § 1302A(1)—(4) (relating to regulatory authority), adopts temporary regulations in Chapters 521, 531, 533, 537 and 549 to read as set forth in Annex A. The Board's temporary regulations will be added to Part VII (relating to Gaming Control Board) as part of a new Subpart K entitled Table Games.

Purpose of the Temporary Rulemaking

This temporary rulemaking contains general provisions and the rules for conducting the games of Roulette, Big Six Wheel, Craps and Blackjack.

Explanation of Chapters 521, 531, 533, 537 and 549

Chapter 521 (relating to general provisions) covers a broad range of requirements. Section 521.1 (relating to definitions) contains definitions of terms that are used in multiple chapters in this subpart.

Section 521.2 (relating to table games Rules Submissions) requires certificate holders to submit and gain approval of a Rules Submission for every game they offer when the Board's regulations allow the certificate holders to select different procedures for the play of a game, optional wagers, alternate payout tables or the like. In drafting the regulations for specific table games, the Board has attempted to give certificate holders a great deal of flexibility so that they can tailor their games to meet their patrons' desires. However, to monitor and enforce the rules related to the play of table games effectively, the Board must know which features or options will be used for each game at each licensed facility. The use of the Rules Submission process, which is modeled on the process for the review of internal controls, will provide an effective mechanism to accomplish this.

Section 521.3 (relating to table games surveillance requirements) sets forth the minimum surveillance requirements that must be met before a Certificate Holder may offer table games. It contains minimum requirements for camera coverage of gaming activities, specifies the retention periods for surveillance recordings and restates the requirement that all surveillance recordings must be made available to the Board and the Pennsylvania State Police upon request. It is the Board's intent to integrate these requirements into the requirements contained in § 465a.9 (relating to surveillance system; surveillance department control; surveillance department restrictions).

521.2 (relating to table games Rules Submissions), offer players the option of placing a Buy Bet. The certificate holder may collect a vigorish of up to 5%, as specified in the certificate holder's Rules Submission, of the amount wagered on winning Buy Bets. A certificate holder that offers Buy Bets shall pay winning wagers as follows:

Wager	Payout Odds
Place Bet to Win on 4	2 to 1
Place Bet to Win on 5	3 to 2
Place Bet to Win on 6	6 to 5
Place Bet to Win on 8	6 to 5
Place Bet to Win on 9	3 to 2
Place Bet to Win on 10	2 to 1

(b) In addition to Place Bets to Lose on 4, 5, 6, 8, 9 and 10, a certificate holder may, in its Rules Submission under § 521.2, offer players the option of placing a Lay Bet. The certificate holder may collect a vigorish of up to 5%, as specified in the certificate holder's Rules Submission, of the amount wagered on winning Lay Bets. A certificate holder that offers Lay Bets shall pay winning wagers as follows:

Wager	Payout Odds
Place Bet to Lose on 4	1 to 2
Place Bet to Lose on 5	2 to 3

Place Bet to Lose on 6	5 to 6
Place Bet to Lose on 8	5 to 6
Place Bet to Lose on 9	2 to 3
Place Bet to Lose on 10	1 to 2

(c) Except as permitted in subsections (a) and (b), a certificate holder may not charge a percentage, fee or vigorish to a player in making any wager in the game of Craps or Mini-Craps.

§ 537.6. Supplemental wagers made after the come out roll in support of Pass, Don't Pass, Come and Don't Come bets (taking and laying odds).

(a) Whenever a player makes a Pass Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the come out roll, the player may make a supplemental wager in support of the Pass Bet which may be limited by the certificate holder to an amount that is equal to the amount of the original Pass Bet. If the Pass Bet wins after a supplemental wager is made:

(1) The original Pass Bet shall be paid at odds of 1 to 1.

(2) The supplemental wager shall be paid at odds of:

(i) 2 to 1 if the come out point was 4 or 10.

(ii) 3 to 2 if the come out point was 5 or 9.

(iii) 6 to 5 if the come out point was 6 or 8.

(b) Whenever a player makes a Don't Pass Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the come out roll, the player may make a supplemental wager in support of the Don't Pass Bet which may be limited by the certificate holder to an amount so calculated as to provide winnings not in excess of the amount originally wagered on the Don't Pass Bet. If the Don't Pass Bet wins after a supplemental wager is made:

(1) The original Don't Pass Bet shall be paid at odds of 1 to 1.

(2) The supplemental wager shall be paid at odds of:

(i) 1 to 2 if the come out point was 4 or 10.

(ii) 2 to 3 if the come out point was 5 or 9.

(iii) 5 to 6 if the come out point was 6 or 8.

(c) Whenever a player makes a Come Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the roll immediately following placement of the Come Bet, the player may make a supplemental wager in support of the Come Bet which may be limited by the certificate holder to an amount that is equal to the amount of the original Come Bet. If the Come Bet wins after a supplemental wager is made:

(1) The original Come Bet shall be paid at odds of 1 to 1.

(2) The supplemental wager shall be paid at odds of:

(i) 2 to 1 if the come point was 4 or 10.

(ii) 3 to 2 if the come point was 5 or 9.

(iii) 6 to 5 if the come point was 6 or 8.

(d) Whenever a player makes a Don't Come Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the roll immediately following placement of the Don't Come Bet, the player may make a supplemental wager in support of the Don't Come Bet which may be limited by the certificate holder to an amount so calculated as to provide winnings not in excess of the amount originally wagered on the Don't Come Bet. If the Don't Come Bet wins after a supplemental wager is made:

(1) The original Don't Come Bet shall be paid at odds of 1 to 1.

(2) The supplemental wager shall be paid at odds of:

(i) 1 to 2 if the come point was a 4 or 10.

(ii) 2 to 3 if the come point was 5 or 9.

(iii) 5 to 6 if the come point was 6 or 8.

(e) Except as permitted under subsection (f), a certificate holder may allow a supplemental wager in support of a Pass or Come Bet in an amount up to 10 times the amount of the original Pass or Come Bet. A certificate holder may allow a supplemental wager in support of a Don't Pass or Don't Come Bet in an amount so calculated as to provide a winning player with winnings not

in excess of up to 10 times the amount originally wagered on the Don't Pass or Don't Come Bet. The original Pass, Don't Pass, Come or Don't Come Bet and any supplemental wager allowed in accordance with this subsection shall be paid at the same odds as the original and supplemental wagers are paid under subsections (a) - (d).

(f) A certificate holder may accept a supplemental wager that exceeds an amount that is otherwise authorized by this section or posted as the maximum wager permitted if the excess amount of the supplemental wager is necessary to facilitate the payouts permitted by this section.

§ 537.7. Dice retention and selection.

(a) A set of five dice shall be present at the Craps or Mini-Craps table during gaming. Control of the dice at a Craps table, or at a Mini-Craps table with an optional stickperson, shall be the responsibility of the stickperson at the table. Control of the dice at a Mini-Craps table without an optional stickperson shall be the responsibility of the dealer at the table. The stickperson or Mini-Craps dealer shall retain all dice, except those in active play, in a dice cup at the table.

(b) At the commencement of play:

(1) For Craps, the stickperson shall offer the set of dice to the player immediately to the left of the boxperson at

the table. If that player rejects the dice, the stickperson shall offer the dice to each of the other players in turn clockwise around the table until one of the players accepts the dice.

(2) For Mini-Craps, the dealer or the optional Mini-Craps stickperson shall offer the set of dice to the player immediately to his or her left at the table. If that player rejects the dice, the dealer or stickperson shall offer the dice to each of the other players in turn clockwise around the table until one of the players accepts the dice.

(c) The first player to accept the dice when offered shall become the shooter who shall select and retain two of the dice offered. The remaining dice of the set shall be returned to the dice cup which shall:

(1) For Craps, be placed immediately in front of the Craps stickperson.

(2) For Mini-Craps, be placed immediately in front of the Mini-Craps dealer or stickperson.

§ 537.8. Throw of the dice.

After selection of the dice, the shooter shall make a Pass Bet or Don't Pass Bet after which the shooter shall throw the two selected dice so that they leave the shooter's hand simultaneously and in a manner which causes the dice to strike

accompanied by cash may be accepted provided that they are confirmed by the dealer and that the cash is expeditiously converted into gaming chips or plaques.

(c) A wager made on any bet may be removed or reduced at any time prior to a roll that decides the outcome of the wager except that:

(1) A Pass Bet may not be removed or reduced after a come out point is established with respect to the Pass Bet.

(2) A Come Bet may not be removed or reduced after a come point is established with respect to the Come Bet.

(3) A Fire Bet may not be reduced or increased at any time, and may not be removed prior to the throwing of a loser 7.

(d) A Don't Come Bet and a Don't Pass Bet may be removed or reduced at any time but may not be replaced or increased after the bet has been removed or reduced.

(e) Only players who are seated at a Mini-Craps table may place a wager at the game. Once a player has placed a wager, that player shall remain seated until the completion of the round of play.

§ 537.5. Payout odds.

(a) All odds stated on a table layout or in any brochure or other publication distributed by a certificate holder shall be

stated through use of the word "to" and payout odds may not be stated through use of the word "for".

(b) The payout odds for winning wagers at the game of Craps or Mini-Craps may not be less than the following payout odds:

A certificate holder may use payout odds for winning wagers at higher odds than those listed below. Payout odds shall be uniform within the licensed facility.

<u>Wager</u>	<u>Payout Odds</u>
Pass Bet	1 to 1
Don't Pass Bet	1 to 1
Come Bet	1 to 1
Don't Come Bet	1 to 1
Place Bet to Win on 4	9 to 5
Place Bet to Win on 5	7 to 5
Place Bet to Win on 6	7 to 6
Place Bet to Win on 8	7 to 6
Place Bet to Win on 9	7 to 5
Place Bet to Win on 10	9 to 5
Place Bet to Lose on 4	5 to 11
Place Bet to Lose on 5	5 to 8
Place Bet to Lose on 6	4 to 5
Place Bet to Lose on 8	4 to 5
Place Bet to Lose on 9	5 to 8

Place Bet to Lose on 10	5 to 11
Four The Hardway Bet	7 to 1
Six The Hardway Bet	9 to 1
Eight The Hardway Bet	9 to 1
Ten The Hardway Bet	7 to 1
Field Bet:	
On a 3, 4, 9, 10 or 11	1 to 1
On a 2 or 12	2 to 1
Any Seven Bet	4 to 1
Any Craps Bet	7 to 1
Craps 2 Bet	30 to 1
Craps 3 Bet	15 to 1
Craps 12 Bet	30 to 1
11 in One Roll	15 to 1
Four The Hardway on the Hop Bet	30 to 1
Six The Hardway on the Hop Bet	30 to 1
Eight The Hardway on the Hop Bet	30 to 1
Ten The Hardway on the Hop Bet	30 to 1
One-Three or Ace-Trey on the Hop Bet	15 to 1
One-Four or Ace-Four on the Hop Bet	15 to 1
One-Five or Ace-Five on the Hop Bet	15 to 1
One-Six or Ace-Six on the Hop Bet	15 to 1
Two-Three or Deuce-Trey on the Hop Bet	15 to 1

Two-Four or Deuce-Four on the Hop Bet	15 to 1
Two-Five or Deuce-Five on the Hop Bet	15 to 1
Two-Six or Deuce-Six on the Hop Bet	15 to 1
Three-Four or Trey-Four on the Hop Bet	15 to 1
Three-Five or Trey-Five on the Hop Bet	15 to 1
Three-Six or Trey-Six on the Hop Bet	15 to 1
Four-Five on the Hop Bet	15 to 1
Four-Six on the Hop Bet	15 to 1
6-7-8 Bet:	

On a 6 that is a One-Five or	1 to 1
Two-Four, on any 7 or an 8 that	
is a Two-Six or Three-Five	
On a 6 that is a Three-Three or	2 to 1
an 8 that is a Four-Four	

(c) A Craps-Eleven or C and E Bet shall be paid as if one half of the Craps-Eleven or C and E Bet had been placed as an Any Craps Bet (7 to 1) and one half as an 11 in One Roll (15 to 1), and shall be paid as if two separate wagers were made for the one roll.

(d) A Horn Bet shall be paid as if it were four separate wagers on the 2, 3, 11 and 12, each of which equaling 25% of the Horn Bet.

(e) A Horn High Bet shall be paid as if it was four separate wagers on the 2, 3 ,11 and 12, each of which equaling 20% of the Horn High Bet and a fifth wager on the 2, 3 ,11 or 12, equaling 20% of the Horn High Bet.

(f) A Whirl Bet shall be paid as if it was two separate wagers with four units wagered as a Horn Bet and one unit wagered as an Any Seven Bet.

(g) A winning Fire Bet shall be paid once for the highest number of different unique points made at no less than the odds set forth in Table A or Table B preselected by the certificate holder:

<u>Individual Unique Points Made</u>	<u>Table A</u>	<u>Table B</u>
Four Points	24 to 1	39 to 1
Five Points	249 to 1	199 to 1
Six or More Points	999 to 1	499 to 1

(h) Except as permitted under § 537.6(e) (relating to supplemental wagers made after the come out roll in support of Pass, Don't Pass, Come and Don't Come bets (taking and laying odds)), a certificate holder may not accept any wager in excess of the maximum bet posted at the table.

§ 537.5a. Buy and Lay Bets.

(a) In addition to Place Bets to Win on 4, 5, 6, 8, 9 and 10, a certificate holder may, in its Rules Submission under §

§ 17.203. Voluntary and mandatory registration.

(a) In 54 Pa.C.S. § 303(a) (relating to scope of chapter), it is provided that one or more entities may elect to register a fictitious name under 54 Pa.C.S. Chapter 3 (relating to Fictitious Names Act) for the purpose of establishing a public record of their relationship to a business or other activity carried on under or through the fictitious name.

(b) In 54 Pa.C.S. § 303(b) (relating to mandatory registration) it is provided that:

(1) Except as provided in paragraph (2), an entity which either alone or in combination with another entity conducts business in this Commonwealth under or through a fictitious name is required to register the fictitious name under this subchapter and to amend the registration whenever necessary to maintain the accuracy of the information disclosed thereby.

(2) Paragraph (1) does not apply to:

(i) Nonprofit or professional activities.

(ii) Activities which are expressly or impliedly prohibited by law from being carried on under a fictitious name.

(iii) A limited partnership which is registered in the Department under RULPA or under corresponding provisions of prior law. The preceding sentence does not apply to an entity which includes the limited partnership as a participant unless the entity is itself such a limited partnership.

(iv) Unincorporated association.

(v) Electing partnership existing under Chapter 87 of the code (relating to electing partnerships).

Source

The provisions of this § 17.203 adopted April 17, 1992, effective April 18, 1992, 22 Pa.B. 1993.

Cross References

This section cited in 19 Pa. Code § 17.211 (relating to effect of nonregistration on enforceability of contracts).

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EXHIBIT**7**

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**PENNSYLVANIA
UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW**

§ 201-1. Short title

This act shall be known and may be cited as the “Unfair Trade Practices and Consumer Protection Law.”

§ 201-2. Definitions

As used in this act.

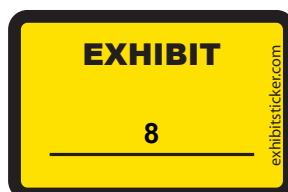
(1) “Documentary material” means the original or a copy of any book, record, report, memorandum, paper, communication, tabulation, map, chart, photograph, mechanical transcription or other tangible document or recording, wherever situate.

(2) “Person” means natural persons, corporations, trusts, partnerships, incorporated or unincorporated associations, and any other legal entities.

(3) “Trade” and “Commerce” mean the advertising, offering for sale, sale or distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situate, and includes any trade or commerce directly or indirectly affecting the people of this Commonwealth.

(4) “Unfair methods of competition” and “unfair or deceptive acts or practices” mean any one or more of the following:

- (i) Passing off goods or services as those of another;
- (ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- (iv) Using deceptive representations or designations of geographic origin in connection with goods or services;
- (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have;
- (vi) Representing that goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, used or secondhand;



- (vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (viii) Disparaging the goods, services or business of another by false or misleading representation of facts;
- (ix) Advertising goods or services with intent not to sell them as advertised;
- (x) Advertising goods or services with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity;
- (xi) Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;
- (xii) Promising or offering prior to time of sale to pay, credit or allow to any buyer, any compensation or reward for the procurement of a contract for purchase of goods or services with another or others, or for the referral of the name or names of another or others for the purpose of attempting to procure or procuring such a contract of purchase with such other person or persons when such payment, credit, compensation or reward is contingent upon the occurrence of an event subsequent to the time of the signing of a contract to purchase;
- (xiii) Promoting or engaging in any plan by which goods or services are sold to a person for a consideration and upon the further consideration that the purchaser secure or attempt to secure one or more persons likewise to join the said plan; each purchaser to be given the right to secure money, goods or services depending upon the number of persons joining the plan. In addition, promoting or engaging in any plan, commonly known as or similar to the so-called "Chain-Letter Plan" or "Pyramid Club." The terms "Chain-Letter Plan" or "Pyramid Club" mean any scheme for the disposal or distribution of property, services or anything of value whereby a participant pays valuable consideration, in whole or in part, for an opportunity to receive compensation for introducing or attempting to introduce one or more additional persons to participate in the scheme or for the opportunity to receive compensation when a person introduced by the participant introduces a new participant. As used in this subclause the term "consideration" means an investment of cash or the purchase of goods, other property, training or services, but does not include payments made for sales demonstration equipment and materials for use in making sales and not for resale furnished at no profit to any person in the program or to the company or corporation, nor does the term apply to a minimal initial payment of twenty-five dollars (\$25) or less;
- (xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;

- (xv) Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi) Making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii) Making solicitations for sales of goods or services over the telephone without first clearly, affirmatively and expressly stating:
 - (A) the identity of the seller;
 - (B) that the purpose of the call is to sell goods or services;
 - (C) the nature of the goods or services; and
 - (D) that no purchase or payment is necessary to be able to win a prize or participate in a prize promotion if a prize promotion is offered. This disclosure must be made before or in conjunction with the description of the prize to the person called. If requested by that person, the telemarketer must disclose the no-purchase/no-payment entry method for the prize promotion;
- (xviii) Using a contract, form or any other document related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action;
- (xix) Soliciting any order for the sale of goods to be ordered by the buyer through the mails or by telephone unless, at the time of the solicitation, the seller has a reasonable basis to expect that it will be able to ship any ordered merchandise to the buyer:
 - (A) within that time clearly and conspicuously stated in any such solicitation; or
 - (B) if no time is clearly and conspicuously stated, within thirty days after receipt of a properly completed order from the buyer. Provided, however, where, at the time the merchandise is ordered, the buyer applies to the seller for credit to pay for the merchandise in whole or in part, the seller shall have fifty days, rather than thirty days, to perform the actions required by the subsection;

- (xx) Failing to inform the purchaser of a new motor vehicle offered for sale at retail by a motor vehicle dealer of the following:
 - (A) that any rustproofing of the new motor vehicle offered by the motor vehicle dealer is optional;
 - (B) that the new motor vehicle has been rustproofed by the manufacturer and the nature and extent, if any, of the manufacturer's warranty which is applicable to that rustproofing;
 - (C) the nature of the goods or services; and
 - (D) that no purchase or payment is necessary to be able to win a prize or participate in a prize promotion if a prize promotion is offered. This disclosure must be made before or in conjunction with the description of the prize to the person called. If requested by that person, the telemarketer must disclose the no-purchase/no-payment entry method for the prize promotion;
- (xviii) Using a contract, form or any other document related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action;
- (xix) Soliciting any order for the sale of goods to be ordered by the buyer through the mails or by telephone unless, at the time of the solicitation, the seller has a reasonable basis to expect that it will be able to ship any ordered merchandise to the buyer:
 - (A) within that time clearly and conspicuously stated in any such solicitation; or
 - (B) if no time is clearly and conspicuously stated, within thirty days after receipt of a properly completed order from the buyer. Provided, however, where, at the time the merchandise is ordered, the buyer applies to the seller for credit to pay for the merchandise in whole or in part, the seller shall have fifty days, rather than thirty days, to perform the actions required by the subsection;
- (xx) Failing to inform the purchaser of a new motor vehicle offered for sale at retail by a motor vehicle dealer of the following:
 - (A) that any rustproofing of the new motor vehicle offered by the motor vehicle dealer is optional;

- (B) that the new motor vehicle has been rustproofed by the manufacturer and the nature and extent, if any, of the manufacturer's warranty which is applicable to that rustproofing;

The requirements of this subclause shall not be applicable and a motor vehicle dealer shall have no duty to inform if the motor vehicle dealer rustproofed a new motor vehicle before offering it for sale to that purchaser, provided that the dealer shall inform the purchaser whenever dealer rustproofing has an effect on any manufacturer's warranty applicable to the vehicle. This subclause shall not apply to any new motor vehicle which has been rustproofed by a motor vehicle dealer prior to the effective date of this subclause.

- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

201-3. Unlawful acts or practices: exclusions

Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce as defined by subclauses (i) through (xxi) of clause (4) of section 2 of this act [§ 201-2(4) (i-xxi)] and regulations promulgated under section 3.1 of this act [§ 201-3.1] are hereby declared unlawful. The provisions of this act shall not apply to any owner, agent or employe of any radio or television station, or to any owner, publisher, printer, agent or employe of a newspaper or other publication, periodical or circular, who, in good faith and without knowledge of the falsity or deceptive character thereof, publishes, causes to be published or takes part in the publication of such advertisement.

§ 201-3.1. Regulations

The Attorney General may adopt, after public hearing, such rules and regulations as may be necessary for the enforcement and administration of this act. Such rules and regulations when promulgated pursuant to the act of July 31, 1968 (P.L. 769, No. 240), known as the "Commonwealth Document Law," shall have the force and effect of law.

§201-4. Restraining prohibited acts

Whenever the Attorney General or a District Attorney has reason to believe that any person is using or is about to use any method, act or practice declared by section 3 of this act [§ 201-3] to be unlawful, and that proceedings would be in the public interest, he may bring an action in the name of the Commonwealth against such person to restrain by temporary or permanent injunction the use of such method, act or practice.

§201-4.1. Payment of costs and restitution

Whenever any court issues a permanent injunction to restrain and prevent violations of this act as authorized in section 4 about [§ 201-4], the court may in its discretion direct that the defendant or defendants restore to any person in interest any moneys or property, real or personal, which may have been acquired by means of any violation of this act, under terms and conditions to be established by the court.

§201-5. Assurance of voluntary compliance

In the administration of this act, the Attorney General may accept an assurance of voluntary compliance with respect to any method, act or practice deemed to be violative of the act from any person who has engaged or was about to engage in such method, act or practice. Such assurance may include a stipulation for voluntary payment by the alleged violator providing for the restitution by the alleged violator to consumers, of money, property or other things received from them in connection with a violation of this act. Any such assurance shall be in writing and be filed with the court. Such assurance of voluntary compliance shall not be considered an admission of violation for any purpose. Matters thus closed may at any time be reopened by the Attorney General for further proceedings in the public interest pursuant to section 4 [§ 201-4].

§201-6. Deleted by amendment. 1976.Nov.24.P.L. 1166. No. 260 § 1. imd. Effective

§201-7. Contracts: effect of rescission

(a) Where goods or services having a sale price of twenty-five dollars (\$25) or more are sold or contracted to be sold to a buyer, as a result of, or in connection with, a contact with or call on the buyer or resident at his residence either in person or by telephone, that consumer may avoid the contract or sale by notifying, in writing, the seller within three full business days following the day on which the contract or sale was made and by returning or holding available for return to the seller, in its original condition, any merchandise received under the contract or sale. Such notice of rescission shall be effective upon depositing the same in the United States mail or upon other service which gives the seller notice of rescission.

(b) At the time of the sale or contract the buyer shall be provided with:

(1) A fully completed receipt or copy of any contract pertaining to such sale, which is in the same language (Spanish, English, etc.) as that principally used in the oral sales presentation, and also in English, and which shows the date of the transaction and contains the name and address of the seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used and in bold face type of a minimum size of ten points, a statement in substantially the following form:

“You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of This right.”

(2) A completed form in duplicate, captioned “Notice of Cancellation,” which shall be attached to the contract or receipt and easily detachable, and which shall contain in ten-point bold face type the following information and statements in the same language (Spanish, English, etc.) as that used in the contract:

Notice of Cancellation

(Enter Date of Transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation, if you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to (name of seller), at (address of seller's place of business) not later than midnight of (date).

I hereby cancel this transaction.

(Date)

Buyer's Signature

(c) Before furnishing copies of the "Notice of Cancellation" to the buyer, both copies shall be completed by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which the buyer may give notice of cancellation.

(d) Each buyer shall be informed at the time he signs the contract or purchases the goods or services, of his right to cancel.

(e) The cancellation period provided for in this section shall not begin to run until the buyer has been informed of his right to cancel and has been provided with copies of the "Notice of Cancellation."

(f) Seller shall not misrepresent in any manner the buyer's right to cancel.

(g) Any valid notice of cancellation by a buyer shall be honored and within ten business days after the receipt of such notice, seller shall (i) refund all payments made under the contract or sale; (iii) return any goods or property traded in, in substantially as good condition as when received by the seller; (iii) cancel and return any negotiable instrument executed by the buyer in connection with the contract or sale and take any action necessary or appropriate to terminate promptly any security interest created in the transaction.

(h) No note or other evidence of indebtedness shall be negotiated, transferred, sold or assigned by the seller to a finance company or other third party prior to midnight of the fifth business day following the day the contract was signed or the goods or services were purchased.

(i) Seller shall, within ten business days of receipt of the buyer's notice of cancellation, notify him whether the seller intends to repossess or to abandon any shipped or delivered goods. If seller elects to repossess, he must do so within twenty days of buyer's notice of cancellation of forfeit all rights to the delivered goods.

(j) Rights afforded under this section may be waived only in circumstances where the goods or services are needed to meet a bona fide immediate personal emergency of the buyer and the buyer furnishes the seller with a separate dated and signed personal statement in the buyer's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within three business days.

(k) As used in this section, merchandise shall not be construed to mean real property.

(l) The provisions of this section shall not apply to the sale or contract for the sale of goods or services having a sale price of less than twenty-five dollars (\$25).

(1.1) This section shall not apply, however, to the sale of precious metals, bonds or foreign currency when the value of the items can fluctuate daily.

(m) A "Notice of Cancellation" which contains the form and content required by rule or regulation of the Federal Trade Commission shall be deemed to be in compliance with the requirements of this section.

§201-8. Civil penalties

(a) Any person who violates the terms of an injunction issued under section 4 of this act [§ 201-4] or any of the terms of an assurance of voluntary compliance duly filed in court under section 5 of this act [§ 201-5] shall forfeit and pay to the Commonwealth a civil penalty of not more than five thousand dollars (\$5,000) for each violation. For the purposes of this section the court issuing an injunction or in which an assurance of voluntary compliance is filed shall retain jurisdiction, and the cause shall be continued; and, in such cases, the Attorney General, or the appropriate District Attorney, acting in the name of the Commonwealth of Pennsylvania, may petition for recovery of civil penalties and any other equitable relief deemed needed or proper.

(b) In any action brought under section 4 of this act [§ 201-4], if the court finds that a person, firm or corporation is willfully using or has willfully used a method, act or practice declared unlawful by section 3 of this act [§ 201-3], the Attorney General or the appropriate District Attorney, acting in the name of the Commonwealth of Pennsylvania, may recover, on behalf of the Commonwealth of Pennsylvania, a civil penalty of not exceeding one thousand dollars (\$1,000) per violation, which civil penalty shall be in addition to other relief which may be granted under sections 4 and 4.1 of this act [§§ 201-4 and 201-4.1]. Where the victim of the willful use of a method, act or practice declared unlawful by section 3 [§201-3] of this act is sixty years of age or older, the civil penalty shall not exceed three thousand dollars (\$3,000) per violation, which penalty shall be in addition to other relief which may be granted under sections 2 [§ 201-2] and 4.1 [§ 20-4.1] of this act.

§201-9. Forfeiture of franchise or right to do business: appointment of receiver

Upon petition by the Attorney General, the court having jurisdiction, may, in its discretion, order the dissolution, suspension or forfeiture of the franchise or right to do business of any person, firm or corporation which violates the terms of an injunction issued under section 4 of this act [§201-4]. In addition, the court may appoint a receiver of the assets of the company.

§201-9.1 Powers of receiver

When a receiver is appointed by the court pursuant to this act, he shall have the power to sue for, collect, receive and take into its possession all the goods and chattels, rights and credits, moneys, and effects, lands and tenements, books, records, documents, papers, choses in action, bills, notes and property of every description of the person or persons for whom the receiver is appointed, received by means of any practice declared to be illegal and prohibited by this act, including property with which such property has been mingled if it cannot be identified in kind because of such commingling, and to sell, convey, and assign the same and hold and dispose of the proceeds thereof under the direction of the court. Any person who has suffered damages as a result of the use or employment of any unlawful practices and submits proof to the satisfaction of the court that he has in fact been damaged, may participate with general creditors in the distribution of the assets to the extent he has sustained provable losses. The court shall have jurisdiction of all questions arising in such proceedings and may make such orders and judgments as may be required.

§ 201-9.2. Private actions

(a) Any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by section 3 of this act [§ 201-3], may bring a private action, to recover actual damages or one hundred dollars (\$100), whichever is greater. The court may, in its discretion, award up to three times the actual damages sustained, but not less than one hundred dollars(\$100), and may provide such additional relief as it deems necessary or proper. The court may award to the plaintiff, in addition to other relief provided in this section, costs and reasonable attorney fees.

(b) Any permanent injunction, judgment or order of the court made under section 4 of this act [§ 201-4] shall be prima facie evidence in an action brought under section 9.2 of this act [§ 201-9.2] that the defendant used or employed acts or practices declared unlawful by section 3 of this act [§ 201-3].

THE MEADOWS RACETRACK AND CASINO REWARDS CLUB RULES:

- Membership is free and voluntary.
- Must be 21 years of age or older to join.
- Valid government-issued photo ID is required for enrollment and all Players Club transactions.
- Points, membership, rewards and benefits are non-transferable and may not be combined.
- Players Club members may have only one account and may not play or earn credits or benefits from any other account or allow others to play on their account. Individuals playing on an account other than their own may result in adjustment/voiding of accumulated play and benefits and/or club membership.
- The Meadows Racetrack & Casino Rewards Club Cards are the property of The Meadows Racetrack & Casino and must be returned upon request.
- Points are not exchangeable for cash back.
- \$1 slot coin-in = 1 slot point and \$5 wagered = 1 table point.
- Each 1000 points earned may be exchanged for 1 redemption dollar. The Meadows Racetrack & Casino reserves the right to change the point formula promotionally or programmatically at any time without prior notice.
- Slot and table points are combined and can be used at the players discretion toward redemption.
- It is the players responsibility to ensure that Players Club card has been properly inserted into the slot machine reader or given to the pit supervisor for rating. The Meadows Racetrack & Casino is not responsible for unrecorded slot machine play due to an improperly inserted Players Club card.
- The Meadows Racetrack and Casino is not responsible for lost, stolen, or misplaced cards.
- Points will be purged after 7 months of inactivity. The Meadows Racetrack & Casino reserves the right to purge points without prior notification.
- The Meadows Racetrack & Casino offers four card levels of participation: Club, Silver, Gold and Platinum. Card levels are evaluated on a rolling six-month period. The Meadows Racetrack & Casino reserves the right to upgrade or downgrade any member at its sole discretion anytime without prior notification.
- Card levels are based on base slot and table points earned regardless of redemption. Multipliers and bonus offers do not count toward qualification.
- The Meadows Racetrack & Casino reserves the right to refuse redemptions or rewards if it is determined that the true cardholder is not present or that coupons or other documents have been altered or tampered with in any way. Valid, government issued, photo identification is required at the time of redemption for food coupon and other offers beyond Slot FreePlaySM, which is redeemable at the machine level.
- Employees are not eligible for The Meadows Racetrack and Casino Rewards Club membership.
- Membership in The Meadows Racetrack & Casino Rewards Club constitutes your consent to the publishing and promoting of your image, likeness, name and similarities to be used at management's discretion.
- Management reserves the right to change or terminate this program without prior notice.



**Good times.
Great friends.
Big rewards.**



Karen

Meadows Employee

Mary

Meadows Customer
Belle Vernon

EXHIBIT

9

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Earning bigger and better rewards is easier than ever!

Your card earns you valuable POINTS, good for:

- Slot FreePlaySM
- Valet Parking
- Meals
- Meadows Lanes Package
- Merchandise
- Plus Much More!

1,000 Points = 1 Redemption Dollar

For more information on how to sign up, please visit the Players Club. Meadows Players Club members can earn benefits based on level of play. To join, all you need is a valid, government-issued, photo ID.

Sign Up Today.

Six Month Requirement

(Qualification is determined on a Rolling six-month period. Membership is valid January-June & July-December)



Club

—



Silver
5,000



Gold
25,000



Platinum
100,000

Ability to Earn Comps and Special Offers Based on Play	•	•	•	•
Special Birthday Offers	•	•	•	•
Special Offers and Discounts In the Mail and E-mail	•	•	•	•
Points for Slot FreePlay SM & Neighborhood Partners	•	•	•	•
Points for Valet	•	•	•	•
Discounts at The Meadows Gift Shop		10%	15%	25%
Discounts at Restaurants*			10%	15%
Access to The Clubhouse			•	•
Priority Seating at Restaurants				When Available
Access to Adios Lounge				•
Access to VIP Parking In Garage				•

How do I earn points and comps?

Slots

\$1 coin-in on most slot machines = 1 point

Table Games

Every \$5 wagered on tables = 1 point

Multipliers

Various Table Games and Slot Machines feature Promotional Point Multipliers. Point multipliers accumulate at the same rate as shown above.

Every 1,000 points players earn can be redeemed for \$1 in Slot FreePlaySM, \$1 in comps at food outlets and the gift shop, Neighborhood Partners vouchers, valet and more. Redeeming points does not effect qualifying for VIP or promotional programs.

Frances
Meadows Employee

Nancy
Customer, Canonsburg



*Includes Terrace Café and Delvins. Membership is based on base points earned. Point multipliers do not count toward qualification. Point redemption has no ramification on status.

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\$100,000
Fields of green
PROGRESSIVE DRAWINGS

\$200,000
CASH & CAMARO
GIVEAWAY
Drawings Every Saturday in April

\$250,000
SPRING fever
PEEL & REVEAL

\$200,000
CASH & CAMARO
GIVEAWAY

Drawings Every Saturday in April

50 WINNERS EVERY HOUR 6PM-9PM
\$100 SLOT FREEPLAYSM

5 WINNERS 10PM

\$1,000 CASH

UP TO A

NEW CHEVY CAMARO
OR \$20,000 CASH

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April 2013 - Gaming

EXHIBIT

10

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Man charged with crime accuses The Meadows of dicey practices

December 15, 2011 12:00 am

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By Bill Toland / Pittsburgh Post-Gazette

State police say he was making an illegal late bet. Tim Mastroianni says he was merely making a pest of himself because he thought The Meadows Racetrack & Casino in North Strabane was wrongly collecting commissions, or "vigs," on losing craps bets.

Conventional wisdom says the house always wins. But Mr. Mastroianni says he has the evidence on his side, and that the casino is making a big stink about a small bet.

In an unusual case that pits the gambler against casino, the Mt. Lebanon man now faces a charge of "past posting," a charge he believes was brought about because he complained about the casino's "unfair" commission practices.

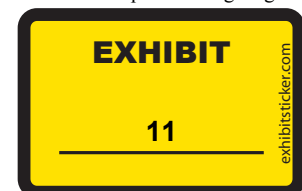
Mr. Mastroianni was charged in October with an obscure misdemeanor: "knowingly by trick or fraud win, or reduce a loss." The state police charge stems from a July 11 incident at The Meadows Racetrack and Casino, in which the casino accused him of "past posting" -- making a late bet on the craps table.

He won \$41 for his efforts, the casino initially alleged, although the amount has since been reduced to \$16.

Mr. Mastroianni, 49, and his attorney say that version of events doesn't tell the full story.

He says the charge actually stems from a visit three days earlier, on July 8, when he was playing craps and questioned the casino's pre-winnings vig collection policy.

After confronting the pit boss, he snapped a photo of the craps table with his cell phone.



Three days later, he said, he returned to The Meadows and was surrounded by casino security and state police. Police then accused him of past-posting a \$16 bet.

Following that visit, Mr. Mastroianni said he was "blackballed" at other local casinos, turned away at Mountaineer casino in West Virginia and the Rivers Casino on the North Shore.

At issue is The Meadows' practice of taking a 5 percent commission on certain craps bets.

Mr. Mastroianni says the Meadows was collecting commissions on wagers in craps bets at a time when rules governing the state's new table games said a casino "may not charge a percentage, fee or vigorish to a player in making any wager in the game of craps."

New rules that went into effect in 2010, shortly after table games were installed at the state's casinos, permitted those commissions on "buy" and "lay" bets. By the time Mr. Mastroianni snapped the cell phone photo in July of this year, he admits, the practice was legalized.

But he contends that The Meadows was collecting those vigs before it was permitted by Pennsylvania Gaming Control Board rules.

Mr. Mastroianni badgered the casino's general manager and director of table games over the next several months about the vigs, he said, and he believes that's why The Meadows got tired of him, and targeted him. He also filed a complaint with the Pennsylvania Gaming Control Board about the vig issue. The complaint has since been closed, according to the gaming board, meaning nothing came of it.

A Meadows spokesman said the casino had no comment on the case specifically, and noted that both the criminal case and the dispute over the vigs are now out of the casino's hands.

"Any matters of this nature are reported to regulatory agencies and handled by them," said Meadows spokesman Tom Meinert.

At his preliminary hearing on Dec. 6, in the courtroom of Washington County District Judge Jay Weller, Mr. Mastroianni said the casino had offered a deal -- if Mr. Mastroianni signed an admission of guilt and paid a \$300 fine, the issue would be dropped. He said no, and then the casino reduced the proposed fine to \$100, he said.

"I wasn't up for it," he said.

At the hearing, attorneys for the casino showed a security tape, he said, which showed him making a bet after the marker puck had been turned. Mr. Mastroianni said his mistake was innocent because he was distracted by a discussion with his girlfriend and that, in the complex game of craps, human error happens all the time.

Normally a casino wouldn't make a big deal about a single late bet, especially on a busy craps table over such a trivial amount, he claimed, unless someone demonstrates a pattern of past-posting.

A criminal defense attorney and former prosecutor from Las Vegas says that's not exactly true.

"I can tell you that here in Nevada, that would have been a felony. The amount does not matter," said Chip Siegel. Small types of fraud -- sneaking a peek at a poker hand and bumping your bet by \$10, for example -- happens all the time, and is prosecuted all the time.

But he also acknowledged that a count of winning money "knowingly by trick or fraud" inherently requires an intent to defraud. And it's up to the prosecution to prove not only the fraud, but the intent, or the "knowingly," part of the charge.

"Intent is a lot more difficult [for the prosecution to prove] in a fast-paced craps game," Mr. Siegel said.

The charges were upheld at the Dec. 6 preliminary hearing, meaning the case could proceed to a trial.

Mr. Mastroianni, who describes himself as an avid craps player at all of the casinos in the region, noticed in 2010 that The Meadows was taking a commission on certain bets, while Rivers and casinos in West Virginia did not, which is what precipitated the dispute with The Meadows.

He said the fact that The Meadows was taking vigs when other casinos didn't meant that the bets at The Meadows cost patrons hundreds or thousands of dollars over time.

"If any other business were to do this, they'd be shut down," he said.

He also was amazed that the casino would initiate a criminal case over this issue.

"This is 16 bucks," he said. "They have it out for me."

Bill Toland: btoland@post-gazette.com or 412-263-2625.
First Published December 15, 2011 12:00 am

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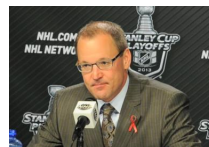
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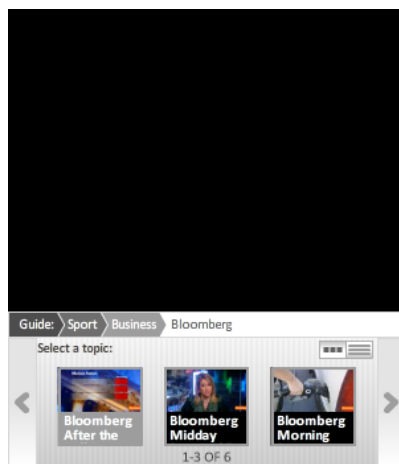
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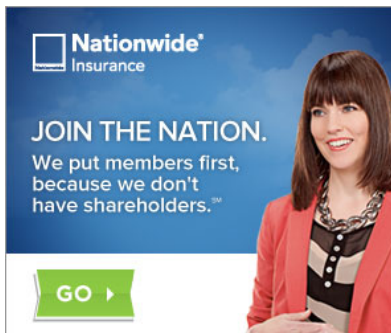
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Pennsylvania Gaming Control Board



Office of Enforcement Counsel
February 19, 2013

Privileged and Confidential
Internal Memorandum

Subject: Washington Trotting Association, Inc.
GID# 1316

To: R. Douglas Sherman, Chief Counsel
Office of Chief Counsel
Pennsylvania Gaming Control Board

Through: Cyrus R. Pitre, Chief Enforcement Counsel 

From: E. Barry Creany, Deputy Chief Enforcement Counsel

CONSENT AGREEMENT TRANSMITTAL

This memorandum is being forwarded to assist in your review of the attached proposed Consent Agreement and Stipulation of Settlement entered into between the Office of Enforcement Counsel and Washington Trotting Association, Inc. d/b/a The Meadows ("Meadows").

Factual Background – The Meadows was issued a Conditional Category 1 Slot Machine License on June 11, 2007 with the opening of its temporary structure. In the spring of 2009 the Meadows began the transition to its new facility and by mid-September was offering gaming on 3,749 slot machines. Its permanent Category 1 Slot Machine License was issued on June 10, 2008.

Following the enactment of Act 1 of 2010 the Meadows filed a petition seeking approval to operate table games. That petition was approved by the Board on April 29, 2010 and confirmed in its June 10, 2010, Adjudication and Order. Specifically, the Meadows sought permission to operate "banked" games (i.e. blackjack, craps, roulette, three card poker, mini baccarat, pai gow poker and a big six wheel) and nonbanked games (i.e. poker). The Board issued the Meadows a Table Game Operation Certificate on July 8, 2010 and the Meadows began offering table gaming at its casino.

The Board's Regulations provide, *inter alia*, that prior to offering any table game a certificate holder shall submit and obtain approval of a Rules Submission which specifies which options, minimum or maximum payouts or wagers will be used in the conduct of the table game.¹ The Rules approval process likewise requires certificate holders to submit gaming guides to the Board's Bureau of Gaming Operations ("BGO") for review.

¹ 58 Pa. Code §521.2(a).

EXHIBIT

The Board's initial Temporary Table Game Regulations,² which was published in the Pennsylvania Bulletin on February 20, 2010, authorized a variety of permissible wagers in the game of craps; however, Buy Bets or Lay Bets were not included in the initial regulations. The Board promulgated an amendment to its Temporary Table Game Regulations, effective on July 10, 2010, which gave certificate holders the option to offer patrons the opportunity to place Buy Bets and Lay Bets and to collect a vigorish (i.e. commission) on such wagers.³ However, the template⁴ for a rules submission under this amended regulation was not posted on the Board's website until November 16, 2010 where it was available to certificate holders desiring to modify their rules.

The Meadows' first Rules Submission (Version 1.1) relative to Craps, which was submitted on May 17, 2010, did not include Buy Bet or Lay Bet options because these bets had not yet been authorized by the Board's Regulations. This initial Rules Submission was approved for implementation on June 23, 2010. The Meadows submitted an initial gaming guide to the BGO which indicated patrons would be permitted to place Buy Bets and Lay Bets and specified that a 5% commission on Buy Bets would be charged based on the amount wagered and a 5% commission on Lay Bets would be paid on the amount of the payoff. The Meadows' initial gaming guide was approved by the Board's Executive Director on July 1, 2010, with direction that the effective date for distribution of the gaming guide would be upon the Meadows' receipt of authorization to commence gaming operations.

The Meadows submitted a second gaming guide which was approved by the Board's Executive Director for implementation on February 24, 2011. This second gaming guide was consistent with its initial gaming guide with respect to Buy Bets and Lay Bets.

In May of 2011 the Meadows filed a second Craps Rules Submission in which it requested approval to: offer its patrons the option to place Buy Bets and Lay Bets; collect a 5% vigorish in connection with such bets; and, collect the vigorish at the time the player wagers on the Buy Bet the Lay Bet, rather than collecting only on winning bets. Meadows' second Craps Rules Submission was approved for implementation on May 27, 2011. Despite this change relative to when it would collect the Craps vigorish the Meadows maintains that it did not collect the vigorish on any losing Buy Bet or Lay Bet at any time. The OEC is advised that the investigation of this matter did not produce information to suggest that the Meadows engaged in a pattern or practice of collecting vigorish in a manner inconsistent with its approved initial and second gaming guide.

On August 27, 2012, the OEC issue a Request to Cease and Desist to the general manager of the Meadows requesting that it immediately cease collection of vigorish on Buy Bets and Lay Bets. This letter was based upon the understanding that the Meadows was not collecting the craps vigorish in accordance with its second Craps Rules Submission. The Meadows complied with the OEC request and on August 28, 2012, it filed its third and current Rules Submission which modified the May 27, 2011, Craps Rules Submission with respect to when the vigorish would be collected on Buy Bets and Lay Bets. Specifically, the vigorish would be collected only on winning bets consistent with its earlier and current gaming guide. This Rules Submission and a revised gaming guide were approved by the Board's Executive Director on August 30, 2012.

² Temporary Regulation #125-110.

³ Temporary Regulation #125-126.

⁴ Craps Rules Submission Version 1.2

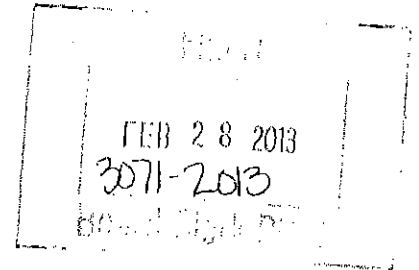
The OEC maintains that from the period from May 27, 2011 through August 27, 2012 the Meadows violated 58 Pa.Code §521.2 by collecting craps vigorish of 5% of all Buy Bets and Lay Bets in a manner that was not in compliance with its May 27, 2011, Rule Submission.

Proposed Order – The Office of Enforcement Counsel requests the Board's approval of the accompanying Consent Agreement and Stipulation of Settlement. If approved the Meadows will be required to institute policies and controls and provide training and guidance to its employees designed to minimize the possibility of its games being operated in a manner not in accordance with its approved rules submission. In addition, the Meadows will have to pay a civil penalty of thirty thousand (\$30,000) dollars for the violations which occurred after its May 2011 Second Rules Submission; and, a two thousand five hundred (\$2,500) dollars for the costs incurred by OEC, BIE and related Board staff in the investigation and prosecution of this matter.

Attachments – A copy of the Consent Agreement and Stipulation of Settlement and a proposed Order accompany this memorandum.



PENNSYLVANIA GAMING CONTROL BOARD
Office of Hearings & Appeals
P.O. Box 69060
Harrisburg, PA 17106-9060
717-265-7451



February 28, 2013

Washington Trotting Association, Inc.
210 Racetrack Road
Washington, PA 15301

PGCB
Office of Enforcement Counsel
Harrisburg, PA 17101

Docket # 3071-2013

NOTICE OF BOARD REVIEW

At their next Board meeting the board will be reviewing the:

Consent Agreement - violation of regulations

You are invited to attend and will have the opportunity to provide oral argument regarding the above referenced matter. No new evidence or testimony will be accepted. Please come forward when your name or matter is announced.

Meeting to be held:

DATE: March 13, 2013 TIME: 10:00 AM

LOCATION: Strawberry Square Complex 2nd Floor
PA Gaming Control Board Office of Hearings and Appeals
Harrisburg, PA 17101

If you have any questions please contact Steve Cook with the Office of Chief Counsel at 717-346-8300.

IN THE PENNSYLVANIA GAMING CONTROL BOARD

IN RE:


WASHINGTON TROTTHING
ASSOCIATION, INC. d/b/a THE
MEADOWS RACETRACK AND CASINO

DOCKET NO.:

ORDER

AND NOW, this 13th day of March 2013, upon consideration of the matters set forth in the Consent Agreement proposed by the Office of Enforcement Counsel and Washington Trotting Association, Inc. d/b/a The Meadows Racetrack and Casino, the Pennsylvania Gaming Control Board hereby **ORDERS** that the attached Consent Agreement is **APPROVED**, and that the obligations of the parties, pursuant to the terms of the Consent Agreement, shall be an order of the Board.

By the Board:



William H. Ryan, Jr., Chairman
Pennsylvania Gaming Control Board

**BEFORE THE
PENNSYLVANIA GAMING CONTROL BOARD**

In re: WASHINGTON TROTTING	:	OHA Filing No.
ASSOCIATION, INC. d/b/a	:	
The Meadows Racetrack and Casino	:	GID# 1316

MAR 14 2013

3071-2013

CONSENT AGREEMENT AND STIPULATION OF SETTLEMENT

THIS CONSENT AGREEMENT AND STIPULATION OF SETTLEMENT is made and entered into by the Commonwealth of Pennsylvania, Gaming Control Board's Office of Enforcement Counsel ("OEC") and Washington Trotting Association, Inc. d/b/a The Meadows Racetrack and Casino ("The Meadows"). The Meadows and OEC are collectively referred to as the "Parties";

WHEREAS, The Meadows is an enterprise organized and existing under the laws of Pennsylvania which maintains its principal place of business and at 200 Racetrack Road, Meadow Lands, Washington County, Pennsylvania 15347. The Meadows is the holder of a Category 1 Slot Machine License which was approved by the Pennsylvania Gaming Control Board ("Board") on December 20, 2006. The Meadows operates a licensed facility at the address referenced above;

WHEREAS, the OEC is the prosecutorial body established by 4 Pa.C.S. § 1517(a.2) and has the power and duty to initiate proceedings for administrative violations of the Pennsylvania Race Horse Development and Gaming Act ("Gaming Act") pursuant to section 1517(a.2)(1)(iii) of the Gaming Act;

WHEREAS, pursuant to 4 Pa.C.S. §1102(1), the primary objective of the Gaming Act, to which all other objectives and purposes are secondary, is to protect the public through the regulation and policing of all activities involving gaming and practices that continue to be unlawful;

WHEREAS, pursuant to 4 Pa.C.S. §1202(a)(1), the Board shall have general and sole regulatory authority over the conduct of gaming or its related activities and shall ensure the integrity of the

acquisition and operation of slot machines, table games, table games devices and associated equipment and shall have sole regulatory authority over every aspect of the authorization, operation and play of slot machines and table games; and

WHEREAS, pursuant to 4 Pa. C.S. §1202(b)(19) the Board shall have the "specific power and duty to levy fines or other sanctions against an applicant, licensed entity or other licensee, permittee or employee of the board who possesses, uses, sells or offers for sale any device, equipment or material subject to this part in a manner which constitutes a violation of this part";

WHEREAS, the OEC and The Meadows do not dispute the jurisdiction of the Board; and

WHEREAS, The Meadows and OEC, through their authorized representatives whose signatures are affixed hereto, have investigated the events that are the subject of this Consent Agreement, have conferred on the matter, and now desire to conclusively and amicably resolve all matters arising out of the events, and enter into a Consent Agreement before the filing of a Complaint, pursuant to 58 Pa. Code § 493a.13(a), which provides that "[p]arties may propose consent agreements at any time prior to the entry of a final order."

NOW, THEREFORE, the Parties stipulate and agree, and present to the Board for its consideration the following:

STIPULATION OF FACTS

1. On January 7, 2010, the Gaming Act was amended with the enactment of Act 1 of 2010 which, *inter alia*, added Chapter 13A providing the Board with the authority to approve the operation of table games at licensed facilities.

2. The Meadows petitioned for authorization to conduct table games and on June 10, 2010, the Board awarded The Meadows a table game operation certificate pursuant to 4 Pa. C.S. §13A16.

3. The Board promulgated regulations governing table games pursuant to 4 Pa. C.S. §13A02 including, but not limited to, Temporary Table Game Rules and Regulations published in the Pennsylvania Bulletin on February 20, 2010 ("Initial Table Games Regulations"). The Initial Table Games Regulations included a regulation relating to table game Rules Submission which provided that "[p]rior to offering any table game authorized by this subpart, which provides a Certificate Holder with options for the conduct of the table game, optional wagers, optional payout tables or establishes or requires minimum or maximum payouts or wagers, the Certificate Holder shall be required to submit and obtain approval of a Rules Submission which specifies which options or minimum or maximum payouts or wagers the Certificate Holder will use in the conduct of the table game." 58 Pa. Code §521.2(a).

4. The Initial Table Game Regulations likewise included a regulation relating to the offering of the game of Craps and authorized the permissible wagers that could be offered by table game certificate holders. This Initial Table Game Regulation relating to the game of Craps did not include any provisions regarding Buy Bets or Lay Bets. 58 Pa. Code §537.1, *et seq.* and §537.3.

5. On July 8, 2010, The Meadows began offering table games to the public, including Craps games.

6. The Board's Temporary Table Game Rules and Regulations ("Table Games Regulations") were amended on a number of occasions as the Board was revising the table games regulations including an amendment which was published in the Pennsylvania Bulletin on July 10, 2010. The Board's July 2010 amendment to the Table Games Regulation for the first time authorized certificate holders the option to offer players the opportunity to place Buy Bets or Lay Bets and for the certificate holders to collect a vigorish in connection with such bets.

7. On February 24, 2011, The Meadows' Table Games Rules and Guidelines ("Second Gaming Guide") was approved for use. The portion of The Meadows' Second Gaming Guide pertaining to Craps included provisions describing Buy Bet and Lay Bet wagers and the charging of a "5% commission". More specifically, the Meadows' Second Gaming Guide indicated that on a Buy Bet "A 5% commission is charged based on the amount wagered." The Second Gaming Guide further indicated that on a Lay Bet "A 5% commission wager for the lay bet is paid on the amount of the payoff; whereas, the 5% commission wager for the buy bet is paid on the amount wagered."

8. On May 5, 2011, The Meadows filed a second Rules Submission for Craps and Mini-Craps ("Second Rules Submission"). The Meadows' Second Rules Submission included provisions requesting the Board's approval for it: to offer players the option to place Buy Bets or Lay Bets; to collect a 5% vigorish in connection with such bets; and, to collect said vigorish at the time the player wagers on the Buy Bet and or the Lay Bet, as opposed to collection of the vigorish only on a winning Buy Bet or a winning Lay Bet. The Meadows' Second Rules Submission was approved for implementation on May 27, 2011.

9. From May 27, 2011, through August 27, 2012, The Meadows continued to operated its Craps games offering players the option of placing Buy Bets and Lay Bets and its dealers collected a vigorish of 5% of all Buy Bets and Lay Bets. However, during this period of time The Meadows Craps dealers (as instructed) were collecting the 5% vigorish on winning Buy Bet and Lay Bet rather than collecting it at the time the player wagers on the Buy Bet and Lay Bet as authorized by The Meadows' Second Rules Submission. The Meadows maintains that it did not collect vigorish on any losing Buy Bet or Lay Bet at any time.

10. On August 27, 2012, the OEC issued a Cease and Desist correspondence to The Meadows requesting that it follow its approved Rules Submission or stop collecting the Craps vigorish

until a new Rules Submission was approved. In response, on August 27, 2012, The Meadows stopped collecting Craps vigorish.

11. On August 28, 2012, The Meadows filed a third Rules Submission for Craps and Mini-Craps ("Third Rules Submission"). The Meadows' Third Rules Submission included provisions requesting the Board's approval to offer players the option to place Buy Bets or Lay Bets and for the collection of a 5% vigorish in connection with such bets. The Third Rules Submission provided that the 5% vigorish was to be collected only on winning Buy Bets and Lay Bets. The Meadows' Third Rules Submission was approved for implementation on August 30, 2012.

12. The Meadows Third Rules Submission included a third Table Games Rules and Guidelines ("Third Gaming Guide") which was approved for use on August 30, 2012. Again, the portion of The Meadows' Third Gaming Guide pertaining to Craps included provisions describing Buy Bet and Lay Bet wagers and clarified that it would collect a 5% vigorish only on winning Buy Bets or Lay Bets.

ALLEGED VIOLATION

By virtue of the activity described in the stipulation of facts set forth above, it is alleged that The Meadows engaged in practices which violated:

1. The Gaming Act §13A11 by not conducting table game operations in accordance with the Rules Submission for Craps and Mini-Craps approved for The Meadows and other conditions established by the Board, 4 Pa.C.S. §13A11(a).

2. Board Regulation §521.2 by collecting a vigorish of 5% of all Buy Bets and Lay Bets in a manner that was not in compliance with its Second Rules Submission during the period from May 27, 2011, through August 27, 2012. 58 Pa. Code §521.2.

TERMS OF AGREEMENT

In consideration of the foregoing stipulated facts, and in full and final settlement of any and all claims, causes or actions which could or might be brought under the Gaming Act or the regulations promulgated thereunder, whether against The Meadows, or any of its owners, arising out of the matter identified in the above stipulated facts, the Parties do hereby further stipulate and agree that:

1. This Consent Agreement shall become final and effective only upon its approval and adoption by the Board;

2. Within five days of the Board's Order approving this Consent Agreement, The Meadows shall pay a civil penalty of thirty thousand (\$30,000.00) dollars for the alleged violations involving The Meadows' operation of Craps games as more fully described above;

3. Within five days of the Board's Order approving this Consent Agreement, The Meadows shall pay the Board two thousand five hundred (\$2,500.00) dollars for the costs incurred by OEC, BIE and other related staff in connection with this matter;

4. The Meadows shall immediately institute policies and controls and provide training and guidance to its employees, which will minimize the opportunity for the occurrence of a similar incident in the future;

5. If approved, the Board may make public information regarding the terms and conditions of this Consent Agreement;


6. This Consent Agreement may be set aside by the Board if The Meadows should violate any term contained herein; and,

7. The Meadows, through its authorized representative(s) whose signature(s) appear below, have read, fully understand and agree to the terms of this Consent Agreement.

This Consent Agreement is offered and, if approved by the Board, entered into for purposes of settlement only. If the Board should decide to not adopt this Consent Agreement, then this agreement and the representations and obligations contained herein shall be null and void, and neither party nor any other person shall be entitled to use or rely on any portion of said agreement for any purpose whatsoever or to admit any portion of said agreement into evidence in the captioned matter or any subsequent proceeding. This Consent Agreement shall not preclude the Board, BIE or OEC from reviewing and considering any facts contained herein in any future proceeding relating to any application for licensure or qualification of the licensee. The Meadows expressly acknowledges and agrees that the Board reserves the right to take any action that the Board may, in its sole discretion, believe is necessary to protect the integrity of gaming in Pennsylvania, including the right to suspend or revoke any license, approval or permit without limitation if any further violations occur or are subsequently discovered, in conformity with the Gaming Act and the Regulations promulgated thereunder.


The undersigned consent to the form and entry of the above terms as evidenced by the signatures below.

Pennsylvania Gaming Control Board
Office of Enforcement Counsel


By: E. Barry Creany
Deputy Chief Enforcement Counsel

Date: 02-14-13

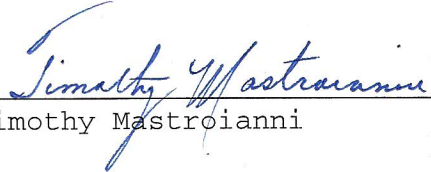
Washington Trotting Association, Inc.
d/b/a The Meadows Racetrack and Casino


By: Marie J. Jones, Esquire
Fox Rothschild LLP

Date: 2/13/13

VERIFICATION

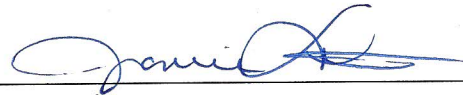
I, Timothy Mastroianni, verify that the facts set forth in the attached document are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Timothy Mastroianni

VERIFICATION

I, Janine Litman, verify that the facts set forth in the attached document are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Janine Litman

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on this date, by depositing the same in the United States Mail, First Class, Postage Pre-Paid, upon the following:

June 5, 2013

WILLIAM L. STANG, ESQ.
FOX ROTHSCHILD LLP
625 LIBERTY AVENUE, 29TH FLOOR
PITTSBURGH, PA 15222-3115

s/Gregg R. Zegarelli, Esq./
Gregg R. Zegarelli, Esq.
PA I.D. #52717

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