### **EXHIBIT VIII. A. 10. LEGAL ACTIONS**

For purposes of this item, "Applicant Party" includes the following entities:

- Traditions Resort and Casino, LLC, the Applicant
- Direct and Indirect Owners of Applicant
  - o William Walsh
  - o Matthew Walsh
  - o Peter Walsh
- Gaming & Leisure Advisors, LLC, the Manager
- The following direct and indirect owners of the Manager
  - Seneca Gaming Corporation
  - o Seneca Niagara Falls Gaming Corporation
  - o Lewiston Golf Course Corporation

Casino Key Employees are discussed in the context of the entity-level disclosures below.

## A. Pending Legal Actions.

Applicant	No pending litigation.
<b>Direct and Indirect</b>	No pending litigation.
Owners of	
Applicant	
Manager	No pending litigation.

# Direct and Indirect Owners of Manager

Seneca Niagara Falls Gaming Corporation and Seneca Gaming Corporation v. Toohey, et. al. (NYS Supreme Court, Niagara County Index No. No. 140634)

In April 2010, Seneca Niagara Falls Gaming Corporation (SNFGC) and Seneca Gaming Corporation (SGC) filed suit in the New York Supreme Court, County of Niagara, against a number of individual defendants, including a former SGC board member, alleging that the defendants, individually and collectively, engaged in fraud with respect to a real estate transaction in which SNFGC purchased land in the Town of Lewiston, New York, for the development of its Seneca Hickory Stick golf The suit is currently in the discovery stage, but course. discovery between the parties has been stayed by order of the court until resolution of a criminal proceeding later commenced by the federal government in 2011 against the aforementioned defendant SGC board member, for reasons including alleged violation of 18 U.S. Code § 1168, theft by officers or employees of gaming establishments on Indian lands. The initial named defendant in this civil proceeding (Toohey) has already plead guilty to several criminal charges.

Sue/Perior Concrete and Paving v. Lewiston Golf Course Corporation et al. (NYS Supreme Court, Niagara County, Index No. 141212).

On February 2010, Sue/Perior Concrete and Paving, Inc. filed a mechanic's lien against Lewiston Golf Course Corporation in the amount of approximately \$4.1 million for additional work and related amounts allegedly owed to it in connection with Sue/Perior's construction of the Seneca Hickory Stick Golf Course. This action filed in June 2010 seeks to foreclose on that lien.

LGCC believes Sue/Perior's claims are without merit and contrary to the explicit terms of the contract which required written change orders to document any charges in excess of the amount fixed by contract (there were none). In addition to denying liability, LGCC has asserted counterclaims for willful exaggeration of a lien, breach of contract and other counterclaims. Discovery demands on Sue/Perior remain outstanding. LGCC subsequently moved to dismiss the suit on jurisdictional grounds. In February 2012, the trial court denied LGCC's motion to dismiss, which denial was upheld by the Appellate Division, 4th Department. The NYS Court of Appeals subsequently granted LGCC's motion for leave to appeal, and argument is expected to be heard in Fall 2014.

*Key Employees.* Sue/Perior amended its complaint against LGCC in September 2010 to add SGC and SNFGC, plus 15 individual defendants to the case (then-current and former officers and directors of SGC and LGCC), all of whom have since been dismissed from the case.

Ronald Burke, et al. v. Estate of Edith Esterina Coble, Deceased, et al., (Ontario Court of Justice, Court File No. C-13-14)

This is a personal injury action filed in January 2014 in an Ontario, Canada, court alleging that the automobile of one casino patron (Patron A) caused injury to another casino patron (Patron B). Seneca Niagara Falls Gaming Corporation is named

as a defendant because the incident giving rise to Patron B's injury occurred within the Seneca Niagara Casino and Hotel's porte cochere (valet area), and a former casino employee is alleged to have contributed to the injury by waiving Patron A to move her car forward. SNFGC intends to vigorously defend itself and its employee on both jurisdictional, and if necessary, substantive grounds.

# Western Regional Off-Track Betting against Seneca Gaming Corporation (complaint filed by WROTB against SGC with the NYS Joint Commission on Public Ethics)

Seneca Gaming Corporation (SGC) is named in a complaint filed with the Joint Commission on Public Ethics (JCOPE) by Western Regional Off-Track Betting Corporation (WROTBC) on February 18, 2014. In the Complaint, WROTB alleges violations of NYS lobbying law in connection with a Master Development Agreement signed on March 20, 2013, between Flaum Rochester LLP, the Seneca Nation of Indians, and SGC. SGC believes that the claims against it are without merit and has requested that the Complaint be closed with respect to SGC. SGC believes the allegations are unsupported by the plain text of the agreement upon which the Complaint is based, and assume conduct on the part of SGC that is explicitly prohibited by SGC's corporate Charter, which has the force of law.

#### **B.** Settled or Closed Legal Actions.

Applicant	No settled or closed legal actions.
Direct and Indirect	No settled or closed legal actions.
Owners of	0
Applicant	

Manager	No settled or closed legal actions.
Direct and Indirect Owners of Manager	Seneca Gaming Corporation et al. v. United States of America, (Federal District Court for the Western District of New York, Case 1:13-mc-00056-RJA, filed 10/15/13).
	In October 2013, Seneca Gaming Corporation and its subsidiaries, and various other entities of the Nation, joined in filing a petition to the U.S. District Court for the Western District of New York to quash a third party administrative summons issued by the IRS to KeyBank National Association and its affiliates (KeyBank), in connection with an ongoing review by the IRS of Seneca Nation withholding tax filings and related matters. In December 2013, through a letter from the IRS to KeyBank, the IRS formally withdrew the administrative summons at issue, and the U.S. filed a Notice of Mootness with the District Court, which was then followed by an order from the District Court judge directing the Clerk to close the case.
	Fallsite, LLC v. Snyder et al., (Supreme Court, Niagara County, NY, Index No. 147493)
	Fallsville Splash, LLC v. Snyder et al., (Supreme Court, Niagara County, NY, Index No. 147494)
	Since approximately 2006, through a separate legal proceeding to which neither Seneca Corporation or its subsidiaries were a party, Fallsite, LLC and Fallsville Splash, LLC (former owners of a water park that previously occupied approximately 19 acres of land adjacent to Seneca Niagara Casino & Hotel) had been challenging various aspects of the eminent domain proceedings undertaken by Empire State Development Corporation (ESDC) on behalf of the Seneca Nation, including in particular ESDC's appraised amounts for the applicable condemned properties and the actual amounts awarded at trial. At the time of the taking, the property owners were paid approximately \$17 million for the properties at issue, consistent with ESDC's appraisals (although the amounts were paid by ESDC, the source of the funds was Seneca Niagara Falls Gaming Corporation, or SNFGC). The former property owners subsequently filed notices of claim in the amounts of \$40.0 million and \$35.0 million for land and trade fixtures,

compensation of approximately \$17.0 million (which, given the initial \$17 million payment, resulted in no additional payment obligation on the part of ESDC or SNFGC), while also holding that the water park trade fixtures were an impediment to the highest and best use of the land, and were non-compensable. While that decision remained subject to ongoing post-trial motions and appeal, in October 2012 the former property owners brought the above referenced civil actions against the Seneca Nation, Seneca Gaming Corporation, SNFGC and various of their executives and officers raising many of the same challenges and arguments being used to attack the valuation proceeding.

In February 2014, the Seneca Nation, SGC and SNFGC entered into a global settlement with the former property owners, and these matters were voluntarily discontinued.

# Gordon, Alicia v. Seneca Niagara Falls Gaming Corporation (Supreme Court, Erie County, NY, Index No. 800079/2010)

Personal injury matter arising out of a motor vehicle-related injury alleged caused by the actions of a Seneca Niagara Falls Gaming Corporation (SNFGC) employee. The matter was settled amicably by SNFGC's auto insurance carrier and closed in January 2013.

# Sue/Perior Concrete and Paving, Inc. v. Seneca Gaming Corporation et al. (Supreme Court, Erie County, NY, Index No. 800073/2010)

In an action largely duplicative of the pending lien foreclosure action in Niagara County and discussed in Section A., above, in September 2010, Sue/Perior Concrete and Paving, Inc. filed an action in NYS Supreme Court, Erie County, against Seneca Gaming Corporation (SGC), Seneca Niagara Falls Gaming Corporation and various current and former directors, a Seneca Nation Councilor and SGC's former CEO alleging that Sue/Perior had been "blacklisted" and/or otherwise tortiously interfered with. On October 22, 2010, all defendants filed a joint motion to dismiss the action on jurisdictional grounds. On September 14, 2011, the Court rendered a decision that dismissed the actions

against the SGC corporate entities, but allowed the suits against the individuals to proceed on the basis that the plaintiff had sufficiently plead an issue of fact that would preclude dismissal. Plaintiffs did not appeal the dismissal of the corporate defendants. SGC, however, did appeal the court's non-dismissal of the individual defendants, and on October 5, 2012, the Appellate Division (4th Department) unanimously overturned the trial court's decision resulting in the dismissal of all claims against the individual defendants.

Faddoul EEOC Complaint re Seneca Niagara Falls Gaming Corporation, Charge Number 846-2010-31584

Dismissed in April 2010 based on lack of jurisdiction.

Seneca Gaming Corporation v. Ten Stix Gaming Inc. (Seneca Nation Peacemakers Court, Case No. 1002-09-1)

Contract dispute with gaming-related vendor. Defendant stipulated to a confession of judgment for \$10,000 in November 2009.

Seneca Gaming Corporation and Seneca Niagara Falls Gaming Corporation v. Harvest Trends, Inc. et al. (NYS Supreme Court, Niagara County, Index No. 140370)

#### **Related Contemporaneous Matters**

Susan Kesel v. Seneca Gaming Corporation et al. (NYS Supreme Court, Niagara County, Index No. 141337)

Jacquilyn Parker v. Seneca Gaming Corporation et al. (NYS Supreme Court, Niagara County, Index No. 141338)

Harvest Trends, Inc. v. Seneca Gaming Corporation et al. (NYS Supreme Court, Niagara County, Index No. 141339)

Colleen Cutler v. Seneca Gaming Corporation et al. (NYS Supreme Court, Niagara County, Index No. 141340)

Seneca Gaming Corporation v. Shah (arbitration case no. 15-1660034810 filed with the American Arbitration Association on May 6, 2010).

In April 2010, Seneca Gaming Corporation (SGC) filed suit in the

State of New York Supreme Court, County of Niagara, against Harvest Trends, Inc., Harvest Trends LLP, River Lee International, Inc., and several individuals who were former employees of SGC. The suit alleged that the former employees and a vendor, who had been hired and paid to assist SGC in creating an enterprise data warehouse, used SGC time and SGC resources to develop Harvest Trends, a business created to market a third party hosted data warehouse service to gaming customers, potentially including SGC competitors. SGC sued for injunctive relief and damages. In May 2010, an arbitration was also commenced against another former employee (Shah) arising out of the same facts. In July 2010, four of the defendants in the affirmative Niagara County case filed separate counter-suits against SGC and 20 other parties, including executives and members of SGC's board of directors and personnel employed by SGC's tribal gaming regulator, the Seneca Gaming Authority. These defensive suits alleged defamation and other claims. In May 2011, SGC entered into a global settlement with the defendants in the Harvest Trends suits that resulted in voluntary dismissals of both the affirmative suit brought by SGC and the related countersuits brought by the Harvest Trends defendants.

Similarly, a settlement was entered into with Shah (with no admission of wrongdoing on the part of either side), which resulted in the voluntary dismissal of the arbitration proceeding and related counterclaims.

# Seneca Gaming Corporation v. Merrill Lynch Pierce Fenner & Smith Incorporated (Federal District for the Southern District of New York, Case 1:09-cv-06969-LAP)

In August 2009, Seneca Gaming Corporation (SGC) filed suit in the United States District Court for the Southern District of New York, alleging fraudulent conduct on the part of Merrill Lynch in inducing SGC to purchase auction-rate securities. The claim alleges that Merrill Lynch represented the securities as highly liquid and collateralized by residential mortgages. SGC discovered subsequently that the securities were illiquid and not collateralized by residential mortgages, but rather, by complex derivative instruments, and that the securities had become worthless. SGC's suit sought \$5 million in damages. In November 2010, SGC and Merrill Lynch entered into a settlement agreement amicably resolving the matter.

Lewiston Golf Course v Sue/Perior Concrete (Supreme Court, Niagara County, NY, Index Number: 137887/2009).

Lewiston Golf Course Corporation (LGCC) initially sought an order, pursuant to NY Lien Law section 59, vacating and cancelling a mechanic's lien filed in the Niagara County Clerk's Office in June 2009. LGCC's motion was withdrawn without prejudice after Sue/Perior filed a discharge of the lien. Thereafter, LGCC moved to vacate and cancel a new mechanic's lien filed by Sue/Perior on September 2009. Sue/Perior then filed two partial discharges of that lien and, in December 2009, the Court issued a conditional order requiring Sue/Perior to commence an action to enforce the lien on or before March 9, 2010 or the lien would be immediately vacated and cancelled. Sue/Perior did not commence an action as required. Rather, in June 2010, Sue/Perior commenced the action (Index No. 141212) that is the subject of the appeal currently pending in the NY Court of Appeals.

Seneca Niagara Falls Gaming Corporation v. High Concrete Structures Case No. 15 110 Y00405 09, before the American Arbitration Association filed on June 26, 2009).

Action brought by Seneca Niagara Falls Gaming Corporation (SNFGC) for alleged construction defects in connection with construction of the 2500-car parking garage adjacent to the Seneca Niagara Casino & Hotel. SNFGC sought \$3.5 million in damages, and after a full arbitration hearing, SNFGC was awarded the full amount it sought in 2010.

Lechlitner v. Seneca Alleghany [sic Allegany] Casino & Hotel, Seneca Gaming Corporation, et al., CV-09-688740 (Ct. Common Pleas, Cuyahoga County, Ohio, May 18, 2009)

Routine personal injury matter, which was dismissed by the court on jurisdictional grounds.

Vullo v. Seneca Buffalo Creek Casino et al. (Federal District Court for the Western District of New York, Case # 1:08-cv-00354-RJA)

In May 2008, a former employee brought this action alleging violation by defendants (including Seneca Niagara Casino) of

Title VII of the Civil Rights Act of 1964. A judgment in favor of defendants was issued in June 2008.

Vullo EEOC Complaint re Seneca Buffalo Creek Casino and Seneca Niagara Casino, Charge Number 525-2008-00458

Dismissed in April 2008 based on lack of jurisdiction.

Sciuga, Ruby and Thomas v Alongi, Vito and Seneca Niagara Falls Gaming Corporation (Supreme Court, Onondaga County, NY, Index No. 004656/2006

Motor vehicle negligence claim. Settled amicably.

Mahiques v. County of Niagara, et al. (Supreme Court, Erie County, NY, Aug. 9, 2007, Index No. I-2007-002572)

Personal injury claim based on alleged physical injury from defective slot machine. Seneca defendants dismissed from the case on jurisdictional grounds.

Seneca-Maple Terrazzo v. Seneca Niagara Falls Gaming Corporation (Supreme Court, Niagara County, Index No. 125123/06)

Breach-of-contract action arising out of installation work in connection with Seneca Niagara hotel construction. A settlement was negotiated to avoid project delays.

Seneca Niagara Falls Gaming Corporation v. Niagara Aerospace Museum, Seneca Nation Peacemakers Court, Index No. CA #0719-05-01

Niagara Aerospace Museum v. Seneca Niagara Falls Gaming Corporation (Federal District Court for the Western District of New York, Case # 1:05-cv-00607-WMS)

In July 2005, Seneca Niagara Falls Gaming Corporation (SNFGC) filed a petition for eviction in Seneca Nation Peacemakers Court seeking eviction of the Niagara Aerospace Museum (NAM) from property adjacent to the Seneca Niagara Casino. NAM then brought suit in federal court to enjoin the eviction, and for breach of contract and other causes of action. In August 2005, the federal district court denied NAM's motion for a temporary

injunction on the ground that the Tribal Exhaustion Doctrine required the parties to exhaust all tribal court remedies before seeking relief in federal court. The matter was then litigated in Seneca Nation courts, where SNFGC was successful both initially and on appeal. Prior to resumption of the federal case, the parties amicably settled the federal case resulting in dismissal.

In the Matter of Seneca Niagara Falls Gaming Corporation and Seneca Territory Gaming, Claimants, and Klewin Building Company, Inc. and C.R. Klewin Gaming & Hospitality, Inc., Respondents, Case No. 15 110 00691 05, before the American Arbitration Association

Seneca Niagara Falls Gaming Corp. v. Klewin Building Co., Inc. et al. (Superior Court of Connecticut, Index No. 4004218)

Seneca Niagara Falls Gaming Corporation and Seneca Territory Gaming Corporation, as assignees v. T.D. BankNorth, N.A. (Niagara County Supreme Court; Index No. 124716)

This was a series of matters arising out of the alleged default by the contractor (Klewin Building Co.) under an October 2003, Design/Build Agreement whereby Klewin agreed to design and build a hotel, casino and spa for Seneca Niagara Falls Gaming Corporation (SNFGC) for a guaranteed maximum price of approximately \$153 million. In August 2005, SNFGC provided Klewin with a notice of default because of Klewin's alleged failure to pay the architect and Klewin's acknowledgement that it would not deliver the project within the guaranteed maximum price. A second notice of default was issued based on Klewin's failure to pay its subcontractors. These matters became the subject of arbitration proceedings pursuant to the arbitration clause in the Design/Build Agreement, in addition to related court actions in Connecticut and Niagara County, NY, over an approximately \$14.5 million sum that was intended to pay subcontractors, but was instead swept from a "positive pay" account by a lender of Klewin, TD Banknorth.

In May 2007, the parties were to have commenced the formal Klewin arbitration hearing before the panel of arbitrators, but commencement of the hearing was adjourned in anticipation of an expected global settlement of the Klewin arbitration and related BankNorth litigation.

In June 2007, SNFGC reached formal resolution with each of Klewin and Banknorth to settle all outstanding matters, and the parties thereafter voluntarily discontinued all then-pending legal proceedings.

#### <u>Construction-related Personal Injury / Tort Actions</u>

Danielwicz v. Klewin Bldg. & Seneca Gaming (Supreme Court, Niagara County, Index No. 119666/2006).

Personal injury action related to Niagara Hotel construction. Amicably settled and discontinued.

Carpenter, Kevin v. Seneca Gaming Corporation and Klewin Building Company, Inc. (Federal District Court for the Western District of New York, Case No. 06 CV 0703 C(F))

Personal injury action brought by employee of electrical contractor performing work related to Niagara Hotel construction. Amicably settled and discontinued.

Latta v. Klewin Building Company, et al. (Supreme Court, Chautauqua County, NY, Index No. K1-2005-1303)

Negligence action arising out of Allegany casino construction. Seneca parties (including Seneca Gaming Corporation) removed from suit voluntarily through amendment of the complaint in 2006. Suit subsequently removed to federal court by Klewin and settled.

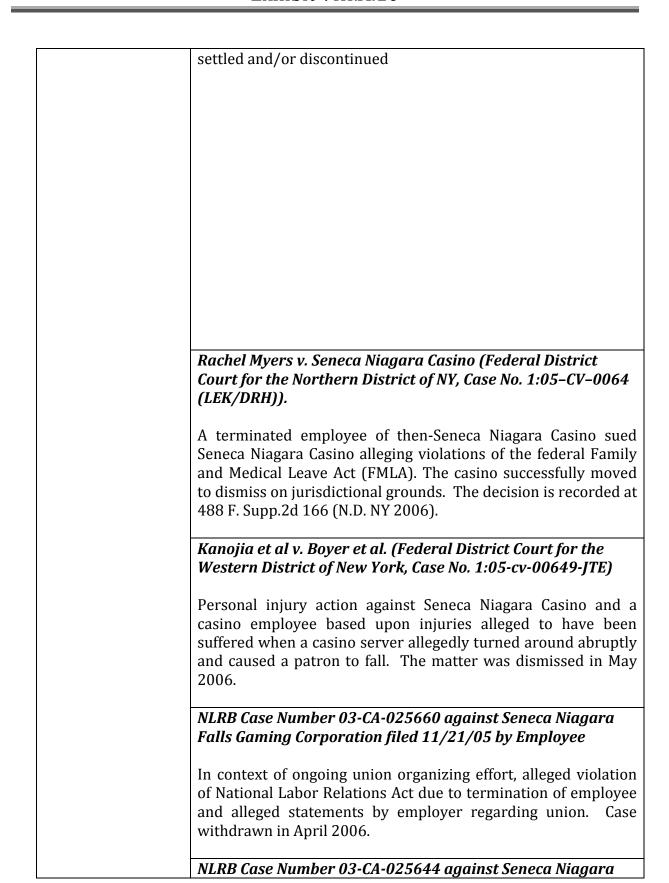
*Haettich v. LC Whitford Co., Inc. - 2005* - settled and/or discontinued

*Fantrazzo v. Klewin Building, et al. - 2006 -* settled and/or discontinued

**Phearsdorf v. Klewin, et al. 2006 -** settled and/or discontinued

John v. Seneca Niagara Falls Gaming Corp. - 2006 - settled and/or discontinued

Bergner v. Seneca Construction, et al. - 2007 -



#### Falls Gaming Corporation filed 11/10/05 by Employee

In context of ongoing union organizing effort, alleged violation of National Labor Relations Act due to termination of employee. Case withdrawn in April 2006.

#### NLRB Case Number 03-CA-025507 against Seneca Niagara Falls Gaming Corporation filed 8/5/05 by Teamsters Local 375

In context of ongoing union organizing effort, alleged violation of National Labor Relations Act due to overly broad solicitation/distribution policy. Case dismissed in October 2006.

#### NLRB Case Number 03-CA-025180 against Seneca Niagara Falls Gaming Corporation by Teamsters Local 375

In context of ongoing union organizing effort, Teamsters Local 375 alleged various violations of National Labor Relations Act. Case withdrawn in February 2005.

### NLRB Case Number 03-RC-011509 against Seneca Niagara Falls Gaming Corporation by Teamsters Local 375

Petition for election to become bargaining agent. Withdrawn by union in February 2005.

Seneca Niagara Falls Gaming Corporation v. William Segarra, et al., in his individual capacity and as agent of the IUOE and Seneca Niagara Casino Employees, International Union of Operating Engineers (IUOE) Local 463 (Federal District Court for the Western District of New York, Case No. 1:04-cv-00845-RJA)

In October 2004, Seneca Niagara Falls Gaming Corporation (SNFGC) sued for trademark infringement and unfair competition under the Lanham Act for trademark dilution, among other claims, arising out of the defendants alleged use of SNFGC trademarks in connection with union activities including establishment of a website. SNFGC sought injunctive relief and damages. The matter was voluntarily dismissed in February

2005.
Jacobs et al. v. G. Michael Brown and Seneca Niagara Falls Gaming Corporation (Seneca Nation Peacemakers Court Civil Action No. 1229-03-01)
In December 2003, a group of Seneca plaintiffs filed an action in the Seneca Nation's court system seeking, among other things, a temporary restraining order against Seneca Niagara Falls Gaming Corporation (SNFGC) that would have prevented SNFGC from making Compact-related payments to the State of New York. The trial court summarily dismissed the plaintiffs' petition, but on appeal (to the Seneca Nation's intermediate level appeals court), the trial court's dismissal was overturned through a series of "bench rulings". SNFGC appealed to the Nation's Supreme Appellate Court (its highest court), which overturned the intermediate appellate court's rulings in SNFGC's favor and brought the matter to a close.
Collections Matters and Small Claims
Seneca Gaming Corporation d/b/a Seneca Allegany Casino v. Nicholas Palashoff II (PA Magisterial District, Docket Number MJ-05219-CV-0000112-2013 – Routine collection matter; default judgment in favor of plaintiff in the amount of approximately \$6,075.
William C. McCallister v. Anthony McClure, c/o Seneca Niagara Casino (Niagara Falls City Court, Index Number SC- 300112-12/NF) - Small claims matter; Withdrawn.
Seneca Gaming Corporation v. Wei Qiang Xu a/k/a Raymond Xu (Supreme Court, Albany County, NY, Index No. 3165-11, RJI No. 0111-104560)
Routine collection matter. Default judgment against defendant entered in June 2012 for approximately \$15,000.
Seneca Niagara Falls Gaming Corporation v. Tam Van Tran (Rochester City Court, Index Number CV-003847-10/RO) Routine collection matter. Default judgment against defendant entered in August 2010 for approximately \$13,700.

Seneca Niagara Falls Gaming Corporation v. Joseph C. Dipasquale (Rochester City Court, Index Number CV-003848-10/RO). Routine collection matter. Default judgment against defendant entered in July 2010 for approximately \$8,300.
Seneca Niagara Casino v. McNeil, Pamela D. (Supreme Court, Erie County, NY, Index Number: 012161/2009)
Routine collection matter. Default judgment against defendant for approximately \$12,000 entered in May 2010.
Seneca Gaming Corporation v. James J. Tacone (Supreme Court, Monroe County, NY, Index Number 000051/2009).
Routine collection matter. Default judgment for approximately \$42,000 in favor of SGC entered in July 2009.
Seneca Niagara Casino v. Piccone, Louis J. (Supreme Court, Erie County, NY, Index Number: 000169/2009)
Routine collection matter. Default judgment for approximately \$42,000 in favor of Seneca Niagara entered in June 2009.
Choice One Autocare, Inc. v. Seneca Niagara Falls Gaming Corporation (Niagara Falls City Court, Index Number CC-001101-08/NF) – dispute over auto repair bill; withdrawn.
Seneca Niagara Falls Gaming Corporation v. Qualiana (Lockport, NY City Court, Index Number CV-021953-07/LO). Routine collection matter. Default judgment for approximately \$6,700 in favor of SNFGC entered in March 2008.
Seneca Niagara Gaming Corporation v. Zalman Hurwitz (Kings County, NY Civil Court, Index Number CV-103776-07/KI). Routine collection matter. Action discontinued by stipulation in November 2007.
Seneca Niagara Falls Gaming Corporation v. Enricco (Supreme Court, Niagara County, NY, Index Number: 124682/2006). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Nicolas (Supreme Court, Niagara County, Index Number: 124681/2005). Routine collection matter.

Seneca Niagara Falls Gaming Corporation v. Lincoln (Supreme Court, Niagara County, NY, Index Number: 124680/2005). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Hotchkiss (Supreme Court, Niagara County, NY, Index Number: 118651/2004). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Olivieri (Supreme Court, Niagara County, NY, Index Number: 118693/2004). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Horvath (Buffalo City Court, Index CC-014315-04/BU). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Wisniewski (Buffalo City Court, Index CC-014316-04/BU). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Jung Soo Koo (Buffalo City Court, Index CC-014317-04/BU). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Barney (Buffalo City Court, Index CC-915274-05/BU). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Tasinas (Rochester City Court, Index CC-111383-05/RO). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Rodgers (Jamestown City Court, Index CC-902253-04/JA). Routine collection matter.
Seneca Niagara Falls Gaming Corporation v. Niser Butt (Niagara Falls City Court, Index CC-500913-04/NF). Routine collection matter. (\$5,029 default judgment)
Seneca Niagara Falls Gaming Corporation v. Nowacki (Niagara Falls City Court, Index CC-500914-04/NF) - Routine collection matter.

Seneca Niagara Falls Gaming Corporation v. Gelnette (Niagara Falls City Court, Index CC-500915-04/NF) - Routine collection matter (\$479 judgment)
Seneca Niagara Falls Gaming Corporation v. Phuoc Huu Lai (Rochester City Court, Index CC-111967-04/RO). Routine collection matter.

**Other:** Seneca Gaming Corporation and Seneca Niagara Falls Gaming Corporation are subject to routine worker's compensation claims from time-to-time, which are addressed in the ordinary course of business.

# C. <u>Judgments Against Applicant Parties</u>.

Applicant	None.
Direct and Indirect	None.
Owners of	
Applicant	
Manager	None.
Direct and Indirect	See discussion in B., above, of 2004 intermediate level appeals
Owners of	court bench rulings in Jacobs et al. v. G. Michael Brown and
Manager	Seneca Niagara Falls Gaming Corporation (Seneca Nation
	Peacemakers Court Civil Action No. 1229-03-01).
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# D. <u>Court Order of Nondisclosure in Pending Litigation</u>.

# Exhibit VIII.A.10

Applicant	None.
<b>Direct and Indirect</b>	None.
Owners of	
Applicant	
Manager	None.
	AV
<b>Direct and Indirect</b>	None.
Owners of	
Manager	
, and the second	

- **E.** <u>Indictments and Criminal Convictions</u>. No Applicant Party has been indicted, accused or convicted of a crime, or has been the subject of a grand jury or criminal investigation (of which they are aware) during the past ten (10) years.
- **F.** Permanent or Temporary Injunctions. No Applicant Party is the subject of any order, judgment or decree of any court, administrative body or other tribunal of competent jurisdiction permanently or temporarily enjoining it from or otherwise limiting its participation in any type of business, practice or activity during the past ten (10) years.