

ORDER 2021-2
AN ORDER OF THE INDIANA GAMING COMMISSION APPROVING
SETTLEMENT AGREEMENT AND RELEASE

Under 68 IAC 13-1-18, settlement agreements entered into by and between the Indiana Gaming Commission (“Commission”) and its licensees must be approved by the Commission as the ultimate authority for the agency and entered pursuant to Commission Order.

Pursuant to Resolution 2012-151, the Commission granted the Executive Director the authority to exercise the powers and duties of the Commission under Ind. Code § 4-33-4-1 or § 4-35-4-1 if the Executive Director finds that a situation requires, is a matter of urgent circumstances, and that failure to act would be impractical, burdensome, or not in the best interests of the public or the gaming industry. The Resolution further allows the Executive Director to exercise the powers and duties of the Commission not specifically prohibited from assignment by law or resolution. The Executive Director, however, must obtain consent from one Commissioner before exercising such authority under the Resolution. Further, the Executive Director must report the action taken under the Resolution to the Commission at the next business meeting for ratification or other action taken by the Commission.

On December 23, 2020, the Commission entered two orders directed, in part, to Level 1 occupational licensee Roderick J. Ratcliff (“Ratcliff”), License No. MS-17515-L1: (1) Order 2020-MS-03 an emergency order suspending Ratcliff’s Level 1 License, and (2) Order 2020-168 regarding Ratcliff’s equity interest in Spectacle Gary, LLC (collectively the “Orders”).

On January 4, 2021, Ratcliff initiated an administrative proceeding through the Indiana Office of Administrative Law Proceedings (“OALP”), Cause No. IGC-121-000007, appealing the issuance of the Orders. Thereafter, on January 19, 2021, Ratcliff commenced an action against the Commission, its individual Commissioners, and the Executive Director in the Lake County Superior Court, Case No. 45D01-2101-PL-000056, challenging the validity of the Orders. On February 1, 2021, the Commission filed a Complaint for Disciplinary Action against Ratcliff through the OALP, Cause No. IGC-0221-000370, seeking to revoke his Level 1 License. The Commission denies all of Ratcliff’s allegations and claims. The aforementioned proceedings are collectively referred to as the “Matters.”

The Commission and Ratcliff have agreed to resolve the Matters by entering into a Settlement Agreement and Release (the “Settlement”), attached hereto.

The following information and factors were considered when determining to exercise the authority in Resolution 2012-151 and approve the Settlement:

1. The effect of this Order, and companion Order 2021-1 concerning a transfer of ownership, will result in the immediate and complete divestiture of Ratcliff from ownership in entities associated with casino owner’s licensee Majestic Star Casino, LLC.
2. Based upon the requirements in statute and rules, it is urgent that Ratcliff be disassociated from gaming in Indiana and the Settlement fully achieves this purpose

- by prohibiting any association by Ratcliff in matters under the purview of the Commission now or in the future.
3. Based upon the Settlement, the Commission has determined that it is not prudent to expend valuable public resources to achieve the same outcome.
 4. The Settlement fully fulfills the goals of the Commission with regard to Ratcliff's disassociation without interfering with or undermining the Commission's ongoing suitability and compliance review concerning Spectacle Entertainment Group, LLC or other matters under the jurisdiction of the Commission.
 5. Approving the Settlement allows a very important economic development project to move forward for the benefit of the State, City of Gary, and Majestic Star Casino employees and their families.
 6. Approving the Settlement is in the best interest of the public and the gaming industry and is within the authority granted via Resolution 2012-151.

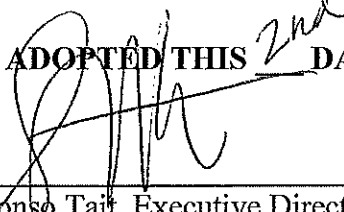
The Executive Director has obtained the necessary consent from Chairman McMains.

Ratcliff has forever waived his right to challenge or appeal this Order and/or its subsequent ratification at the next Commission business meeting.

Based on the authority granted in Resolution 2012-151, the Commission hereby **APPROVES** the Settlement entered into by and between the Commission and Ratcliff, as attached hereto. Pursuant to Resolution 2012-151, this Order will be presented to the Commission at the next business meeting for ratification or other action taken by the Commission.

This Order shall be effective on the date set forth below at the request of Ratcliff to facilitate a related transaction before the Commission. Ratcliff has been informed that this request means that his respective appeal rights related to this Order as set forth in Ind. Code § 4-21.5-3-5 will be waived.

ADOPTED THIS *2nd* **DAY OF March, 2021.**



Sara Gonso Tait, Executive Director

STATE OF INDIANA
INDIANA GAMING COMMISSION
DISCIPLINARY ACTION

IN RE DISCIPLINARY ACTION OF)	
)	OALP Case No. IGC-0221-000370
)	COMPLAINT NO. 2021-MS-01
RODERICK RATCLIFF)	
LICENSE NO. MS-17515-L1)	

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “Agreement and Release”) is made and entered into by and between Roderick J. Ratcliff (“Ratcliff”), on the one hand, and the Indiana Gaming Commission (the “Commission”) by and through its Executive Director, on the other hand. Ratcliff and the Commission are each, individually, a “Party,” and collectively, the “Parties.”

RECITALS

WHEREAS, Spectacle Gary, LLC (“Spectacle Gary”) is the parent company of the Majestic Star Casino in Gary, Indiana, and Spectacle Entertainment Group, LLC (“SEG”) and Hard Rock Gary, LLC (“Hard Rock”) are members of Spectacle Gary;

WHEREAS, Ratcliff is an owner of SEG, and through his ownership in SEG, is an owner of Spectacle Gary;

WHEREAS, on March 14, 2019, Ratcliff was issued a Level 1 occupational license by the Commission, License No. MS-17515-L1, which was renewed through March 14, 2021 (the “Level 1 License”);

WHEREAS, on December 23, 2020, the Commission entered two orders affecting Ratcliff, including Emergency Order 2020-MS-03 suspending Ratcliff’s Level 1 License, and Order 2020-168 regarding Ratcliff’s equity interest in Spectacle Gary (together, the “Orders”);

WHEREAS, on January 4, 2021, Ratcliff initiated an administrative proceeding through the Indiana Office of Administrative Law Proceedings, Cause No. IGC-121-000007, appealing the issuance of the Orders (the “License Suspension ALJ Proceedings”);

WHEREAS, on January 19, 2021, Ratcliff commenced an action against the Commission, its individual Commissioners Michael McMains, Susan Williams, Jason Dudich, Marc Fine and Charles Cohen, and Executive Director Sara Tait (which individual Commissioners and Executive Director Tait are collectively referred to as the “Individually Named Defendants”) in the Lake County Superior Court, Case No. 45D01-2101-PL-000056, challenging the validity of the Orders (the “Lake County Action”);

WHEREAS, on February 1, 2021, the Commission filed a Complaint for Disciplinary Action against Ratcliff through the Indiana Office of Administrative Law Proceedings, Cause No. IGC-0221-000370, seeking to revoke his Level 1 License (the “License Revocation ALJ Proceedings”);

WHEREAS, on February 8, 2021, Ratcliff requested an annual renewal of his Level 1 License;

WHEREAS, the Parties make this Agreement and Release to avoid future litigation and any future costs. It is understood and agreed by the Parties that the promises in consideration of this Agreement and Release shall not be construed to be an admission of any liability or wrongdoing by any Party to any other Party or to any other person, all of which is expressly denied. This Agreement and Release effectuates the compromise and settlement of disputed and contested claims and nothing contained herein shall be construed as an admission by any Party of any liability of any kind;

WHEREAS, the Parties wish to compromise and fully settle any and all matters in controversy, disputes and causes of action between them, asserted or unasserted;

NOW, THEREFORE, in consideration of the mutual covenants and premises of the Parties contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Effective Date and Conditions Subsequent.** This Agreement and Release shall be effective upon all of the following actions occurring (the date the last of which occur shall be the “Effective Date”): (a) Ratcliff’s submission, and acceptance by the Executive Director, of his surrender of his Level 1 License; (b) Stipulations of Dismissal filed for all referenced proceedings; and (c) approval constituting final action by the Commission of this Agreement. The following are conditions subsequent to the Effective Date: (x) the final execution of the separate Class A Unit Redemption and Purchase Agreement regarding Ratcliff’s complete divestiture of his entire ownership interest in SEG as approved by the Commission (the “Purchase Agreement”); and (y) the Commission’s approval of the Purchase Agreement in accordance with Ind. Code § 4-33-4-21 and 68 I.A.C. 5-2. If all of these conditions subsequent are not satisfied within seven (7) days of the date both parties have signed this Agreement and Release (“Execution Date”), this Agreement and Release will be rendered null and void. The parties may agree to extend the seven day period by written agreement signed by both parties. Ratcliff has reviewed and approved the text of Order 2021-2 (attached hereto as **Exhibit D**)(proposed “Order 2021-2”). If proposed Order 2021-2 is approved and ratified by the Commission as outlined below, then to the greatest extent permitted by law, Ratcliff hereby irrevocably promises, affirms, and covenants not to appeal that Order, and hereby irrevocably and forever relinquishes any right to appeal any such Order. For purposes of sequencing the above conditions, the Parties agree that the order of events shall be as follows:

- i. The Parties sign this Agreement and Release;
- ii. Ratcliff provides a signed copy of a letter surrendering and requesting

that the Commission withdraw his Level 1 License (and application for renewal of his Level 1 License) to counsel for the Commission, which letter shall not be formally submitted to the Commission unless and until the Commission enters an order approving the Purchase Agreement;

- iii. The Parties sign and exchange the attached Stipulations of Dismissal to dismiss the pending License Suspension ALJ Proceedings, the Lake County Action, and the License Revocation ALJ Proceedings, which stipulations shall be held, and not filed, by counsel for the Parties unless and until this Agreement and Release is formally approved by the Commission;
- iv. The Commission enters an order approving the Purchase Agreement;
- v. Ratcliff's letter withdrawing his Level 1 License is submitted by counsel for the Commission;
- vi. The Commission enters an order formally approving this Agreement and Release in the form of Order 2021-2;
- vii. The Stipulations of Dismissal are filed by counsel for the Commission.
- viii. Order 2021-2 is ratified by a quorum of the Commission at its next regularly scheduled meeting.

2. **Surrender of Gaming License** On or before March 1, 2021, so long as all of the conditions provided for in paragraph subsections 1(c), 1(x), and 1(y) hereof have been satisfied: (i) Ratcliff shall submit written notification to the Commission requesting, without leave of the Commission, a permanent surrender of his Level 1 License; (ii) the Executive Director shall not object to the request for permanent surrender, and shall approve and accept the permanent surrender of Ratcliff's Level 1 License; and (iii) Ratcliff shall withdraw his February 8, 2021 request for annual renewal of his Level 1 License.

3. **Stipulations of Dismissal.**

(a) On or before March 1, 2021, so long as all of the conditions provided for in paragraph subsections 1(a), 1(c), 1(x), and 1(y) hereof have been satisfied, Ratcliff and the Commission agree to jointly dismiss all outstanding claims pending in any matter against one another according to the terms of paragraphs 3(a) – 3(c) hereof. The Parties agree that, so long as Ratcliff does not retain any interest in any Indiana gaming licensee or have any association through any agreement, written or otherwise, under the regulatory purview of the Commission after the Effective Date, all such dismissals will remain undisturbed; provided, however, in the event Ratcliff somehow becomes the subject of the Commission's jurisdiction, the Commission reserves the right to (a) consider and further investigate such dismissed claims in consideration of issuing a new gaming license, and (b) to bring existing and/or new claims related to the facts giving rise to such dismissed claims and any matters currently asserted against Ratcliff, including but not limited to those in the License Revocation ALJ Proceedings and the actions that predated entry of the two Orders on December 23, 2020. For the avoidance of doubt, in the event Ratcliff somehow

subjects himself (or attempts to subject himself) to the jurisdiction of the Commission in the future, the Commission hereby reserves all rights to assert any and all claims that it has asserted against Ratcliff as of February 1, 2021, any others that may have existed but were not asserted as of that date, and any claims that may arise after the Effective Date, and Ratcliff acknowledges and does not dispute those rights of the Commission as a part and material term of this Agreement and Release.

(b) In accordance with subsection (a) and on the Execution Date of this Agreement and Release, counsel to both Parties shall execute the Joint Stipulation of Dismissal for the Lake County Action and License Suspension ALJ Proceedings in the form of **Exhibit A** and **Exhibit B** attached hereto, which shall be filed at the time provided in Section 1 above.

(c) In accordance with subsection (a) and on the Execution Date of this Agreement and Release, counsel to both Parties shall execute the Joint Stipulation of Dismissal for the License Revocation ALJ Proceedings in the form attached as **Exhibit C** hereto, which shall be filed at the time provided in Section 1 above.

4. **Releases.**

(a) As a material inducement to Ratcliff to enter into this Agreement and Release, the Commission, on behalf of itself and its members, commissioners, and staff, hereby releases and discharges Ratcliff from any and all actions, causes of action, disciplinary proceedings, suits, debts, fines, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, trespasses, damages, judgments, extents, executions, obligations, claims, demands, orders, claims for attorneys' fees and/or liabilities of any nature whatsoever, in law or equity, known or unknown, asserted or unasserted, against Ratcliff, which the Commission ever had, now has or hereafter can, shall or may have up to the Effective Date, including but not limited to any matter arising from or relating to any claims, counterclaims, causes of action or defenses that were raised or could have been raised in the Lake County Action, the License Suspension ALJ Proceedings, or the License Revocation ALJ Proceedings; provided, however, nothing in this paragraph 4(a) shall supersede or release any rights the Commission has as set forth in Paragraph 3 hereof. The Commission's release, as detailed above, only applies to matters which are the subject of the Commission's direct regulatory or civil jurisdiction as outlined within Ind. Code § 4-33, Ind. Code § 4-35 or 68 I.A.C.

(b) As a material inducement to the Commission to enter into this Agreement and Release, Ratcliff, on behalf of himself and his revocable trust, hereby forever releases and discharges the Commission, on behalf of itself and its members, commissioners, and staff, the State of Indiana and all of its agencies, sub-agencies and elected and unelected officials and employees, and the Individually Named Defendants (collectively, "the Commission Released Parties") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, trespasses, damages, judgments, extents, executions, obligations, claims, demands, claims for attorneys' fees and/or liabilities of any nature whatsoever, in law or equity, known or unknown, asserted or unasserted, against the Commission Released Parties, which Ratcliff or his revocable trust ever had, now have or hereafter can, shall or may have up to the Effective Date, including but not limited to any matter arising from or relating to the Lake County Action, the License Revocation ALJ Proceedings, and/or the License Suspension ALJ Proceedings.

(c) Notwithstanding anything contained herein to the contrary, the releases contained in this Section 4 do not waive any right to enforce this Agreement and Release or any claim that cannot be waived by law.

5. **No Other Proceeding; No Action Covenant; No Transfer or Assignment.**

(a) Ratcliff, on behalf of himself and his revocable trust, hereby covenants and represents that he (i) is not aware of any unasserted claims against the Commission Released Parties and is not contemplating filing any claims against the Commission Released Parties, and (ii) with the exception of the Lake County Action and the License Suspension ALJ Proceedings, has not instituted or pursued any causes of action, claims, defenses, requests for relief, contributions, indemnities, lawsuits, controversies or the like with any court or other tribunal, against the Commission Released Parties, and (iii) will not institute or pursue, any causes of action, claims, defenses, requests for relief, contributions, indemnities, lawsuits, controversies or the like that have been released by this Agreement and Release pursuant to Section 4(b) hereof, with any court or other tribunal, against the Commission Released Parties.

(b) The Commission, for itself and the Commission Released Parties, hereby covenants and represents that (i) with the exception of the License Revocation ALJ Proceedings and the action precipitating issuance of the Orders, it has not instituted or pursued any causes of action, claims, defenses, requests for relief, contributions, indemnities, lawsuits, controversies or the like with any court or other tribunal, against Ratcliff prior to the Effective Date, and (ii) it will not institute or pursue, any causes of action, disciplinary proceedings, claims, defenses, requests for relief, contributions, indemnities, lawsuits, controversies or the like that have been released by this Agreement and Release pursuant to Section 4(a) hereof, with any court or other tribunal, against the Ratcliff Released Parties, subject to its rights to do so as set forth in paragraphs 3(a)-(c) hereof.

(c) The Parties hereby warrant and represent that they are the sole and lawful owner of all rights, title and interest in and to all matters released pursuant to Section 4 hereof, and warrant and represent that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person or organization any matter recited in the releases in Section 4 hereof or any part or portion thereof.

6. **Commission Authority.** The Commission warrants that it has full authority to enter into this Agreement and Release. Ratcliff has had the opportunity to determine that the person signing this Agreement and Release has the authority to bind the Commission Released Parties, and hereby irrevocably waives any objection to the order to be issued by the Commission implementing this Agreement and Release, titled Order 2021-2 An Order of The Indiana Gaming Commission Approving Settlement Agreement and Release, and also irrevocably waives and surrenders claim that this Agreement and Release is not binding against him because of any improper approvals necessary to effectuate this Agreement and Release.

7. **Commission Rights.** Notwithstanding anything to the contrary herein (except with respect to the sections 3, 4, and 5 hereof), nothing in this Agreement and Release in any way restricts, diminishes, waives, dictates, surrenders, or forgives (collectively, "Restrict(ing)") the

Commission's rights to regulate gaming in Indiana consistent with its authority to do so, against any individual(s) or entities other than Ratcliff personally, in any way whatsoever, including but not limited to, Restricting the Commission's ability to investigate and assert claims against other individuals and/or entities as a result of their dealings with (and/or association with) Ratcliff or any entities he is or was owner or part owner of, or entities with whom he is or was employed. Furthermore, nothing in this Agreement and Release prevents or restricts the Commission from cooperating with any other federal, state or local official(s) if requested regarding any of the facts giving rise to, or described in, or the matters arising from, a Commission investigation, the Lake County Action, the License Revocation ALJ Proceedings, and the License Suspension ALJ Proceedings.

8. **Entire Agreement.** This Agreement and Release constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement and Release. This Agreement and Release may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

9. **Governing Law; and Consent to Jurisdiction.**

(a) *Governing Law.* This Agreement and Release shall be governed by and construed in accordance with its express terms, and otherwise in accordance with the laws of the State of Indiana without reference to its principles of choice of law or conflicts of law.

(b) *Consent to Jurisdiction.* Each Party agrees that any claim or action arising out of this Agreement and Release or any breach thereof, shall be brought exclusively in a state commercial court in Marion County, Indiana. Each Party irrevocably submits to the jurisdiction of any state court located in Marion County, Indiana. Each Party hereto waives, to the fullest extent permitted by applicable law, any objections which any Party now or hereafter may have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 9(b), and agrees that it/he shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. Each Party further agrees that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 9(b) shall be conclusive and binding upon it/he and may be enforced in any other jurisdiction.

10. **Severability.** If any provision of this Agreement and Release is determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, then such provision shall be deemed amended to the extent necessary to render it enforceable, and the determination that any provision is invalid or otherwise unenforceable shall in no way affect the validity or enforceability of any other provision herein.

11. **Construction.** The Parties participated jointly in the negotiation and preparation of this Agreement and Release, and each Party has had the opportunity to obtain the advice of an attorney and to review, comment upon, and redraft this Agreement and Release. Therefore, the Parties agree that this Agreement and Release shall be construed as if the Parties jointly prepared it. Any uncertainty or ambiguity shall not be interpreted strictly for or against any Party, regardless of who drafted (or was principally responsible for drafting) this Agreement and Release or any

specific term or condition thereof.

12. **Captions.** Captions and headings of the sections and paragraphs of this Agreement and Release are intended solely for convenience and no provision of this Agreement and Release is to be construed by reference to the caption or heading of any section or paragraph.

13. **Counterparts.** This Agreement and Release may be executed in counterparts, each of which is deemed to be an executed original even if all signatures do not appear on the same counterpart. Facsimile or electronic PDF copies of this Agreement and Release shall have the same force and effect as originals.

14. **Additional Representations and Warranties.** Each of the Parties hereby further represents and warrants that (a) he/it is not relying upon any statements, understandings, representations, or expectations other than those expressly set forth in this Agreement and Release, (b) the releases contained herein are made voluntarily and of his/its own choice and not under coercion or duress, (c) he/it has made his/its own investigation of the facts and is relying upon his/its own knowledge and the advice of his/its counsel, (d) he/it knowingly waives any and all claims that this Agreement and Release or the releases contained herein were induced by any non-disclosure by any Party or his/its counsel and knowingly waives any and all rights to rescind or avoid this Agreement and Release; (e) the Commission represents and warrants that it has authority to enter into this Agreement and Release, that the Commission has followed all procedures required by law to validly enter into this Agreement and Release, and that this Agreement and Release is enforceable against the Commission according to its terms; and (f) that the individual signing this Agreement and Release on behalf of the Commission has authority to bind the Commission. The Parties agree and stipulate that each Party is relying upon these representations and warranties in entering into this Agreement and Release. Furthermore, the Parties agree that these representations and warranties are a material inducement to each of the Parties entering into this Agreement and Release. These representations and warranties shall survive the execution of this Agreement and Release.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and Release to be executed and hereby represent that they have full authority to sign this Agreement on behalf of the Party they represent.

RODERICK J. RATCLIFF

By: Roderick J. Ratcliff
License No: MS17515-L1

Date

THE INDIANA GAMING COMMISSION

By: Sara Gonso Tait, Executive Director
The Indiana Gaming Commission

Date

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and Release to be executed and hereby represent that they have full authority to sign this Agreement on behalf of the Party they represent.

RODERICK J. RATCLIFF.



By: Roderick J. Ratcliff
License No: MS17515-L1

3/1/2021

Date

THE INDIANA GAMING COMMISSION

By: Sara Gonso Tait, Executive Director
The Indiana Gaming Commission

Date

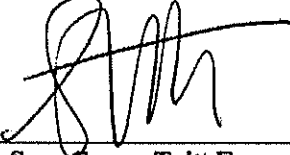
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and Release to be executed and hereby represent that they have full authority to sign this Agreement on behalf of the Party they represent.

RODERICK J. RATCLIFF

By: Roderick J. Ratcliff
License No: MS17515-L1

Date

THE INDIANA GAMING COMMISSION



By: Sara Gonso Talt, Executive Director
The Indiana Gaming Commission

03/01/21

Date

EXHIBIT A

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN LAKE SUPERIOR COURT
CAUSE NO. 45D01-2101-PL-0000056

RODERICK RATCLIFF,)
)
Plaintiff,)
)
v.)
)
INDIANA GAMING COMMISSION;)
MICHAEL MCMAINS, MARC D. FINE,)
SUSAN WILLIAMS, JASON DUDICH,)
CHUCK COHEN, in their official)
capacities as Commissioners and of the)
Indiana Gaming Commission; and SARA)
GONSO TAIT, in her official capacity as)
the Executive Director of the Indiana)
Gaming Commission,)
)
Defendants.

JOINT STIPULATION OF DISMISSAL

Plaintiff Roderick Ratcliff and Defendants Indiana Gaming Commission, Michael McMains, Marc D. Fine, Susan Williams, Jason Dudich, Chuck Cohen and Sara Tait, through their respective undersigned counsel, pursuant to Indiana Trial Rule 41(a)(1)(b), hereby stipulate to the dismissal of Plaintiff's Amended Complaint, with prejudice, each party bearing its own costs and fees.

Dated: March 1, 2021

By: /s/ Paul E. Harold
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Paul E. Harold (25917-71)
Patrick J. O'Rear (36270-71)
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EXHIBIT B

**FILED BEFORE
THE OFFICE OF ADMINISTRATIVE LAW PROCEEDINGS**

Administrative Cause No.: IGC-0121-000007
Underlying/State Agency Action Nos.: 2020-MS-03; 2020-168

RODERICK RATCLIFF,)
)
Petitioner,)
)
v.)
)
INDIANA GAMING COMMISSION,)
)
Respondent.)

JOINT STIPULATION OF DISMISSAL

Petitioner Roderick Ratcliff and Respondent Indiana Gaming Commission, through their respective undersigned counsel, hereby stipulate to the dismissal of Petitioner's Petition for Administrative Review from Orders No. 2020-MS-03 and 2020-168 with prejudice.

Dated: March 1, 2021

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Jesse M. Barrett (23811-71)
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*Attorneys for Respondent
Indiana Gaming Commission*

EXHIBIT C

**FILED BEFORE
THE OFFICE OF ADMINISTRATIVE LAW PROCEEDINGS**

Administrative Cause No.: IGC-0221-000370
Underlying/State Agency Action No.: 2021-MS-01

INDIANA GAMING COMMISSION,)
)
Petitioner,)
)
v.)
)
RODERICK RATCLIFF,)
)
Respondent.)

JOINT STIPULATION OF DISMISSAL

Petitioner Indiana Gaming Commission and Respondent Roderick Ratcliff, through their respective undersigned counsel, hereby stipulate to the dismissal of Petitioner’s Complaint for Disciplinary Action No. 2021-MS-01 (the “Complaint”), with prejudice, and further stipulate that notwithstanding the dismissal with prejudice, nothing prevents the Petitioner from utilizing the facts alleged in the Complaint for a future action against Respondent in the event he breaches the parties’ settlement agreement.

Dated: March 1, 2021

By: /s/ A. Richard M. Blaiklock
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