District Court of Appeal of Florida, Fourth District.
SEMINOLE TRIBE OF FLORIDA, Appellant,
v.
Jason STARKMAN, Appellee.
No. **4D10-3256**.
November 22, 2010.

Lower Case No.: 10-7536 CA 11
Appeal from a Final Order from the Seventeenth: Judicial Circuit

Initial Brief of Appellant, Seminole Tribe of Florida

Glen A. Stankee (331848), Akerman Senterfitt, Las Olas Centre II, Suite 1600, 350 East Las Olas Blvd., Fort Lauderdale, FL 33301, Telephone: 954-463-2700, Facsimile: 954-463-2224, glen.stankee@akerman.com.Katherine E. Giddings (949396), Nancy M. Wallace (65897), Akerman Senterfitt, 106 E. College Avenue, Suite 1200, Tallahassee, Florida 32301, Telephone: 850-224-9634, Facsimile: 850-325-2526, katherine.giddings@akerman.com, Attorneys for Appellants.

***i TABLE OF CONTENTS**

***iii TABLE OF AUTHORITIES**

Cases

STATEMENT OF CASE AND FACTS[FN1]

FN1. References to the record on appeal are to volume and page number, *e.g.*, [V1 2] references record volume 1, page 2.

Appellant, the Seminole Tribe of Florida (the **"Tribe"),** appeals a circuit court final summary judgment in favor of Appellee, Jason Starkman. [R122-125] The judgment allows Starkman to completely escape liability for $1.2 million worth of bad checks he wrote the Tribe.

The undisputed facts are as follows. Starkman visited the Tribe's Hard Rock Hotel and Casino in Hollywood, Florida **("Hard Rock")** on November 19, 23, and 24, 2009. [R2-3, 10-19, 25, 29] Previously, on June 10, 2008, he executed a credit agreement with the Tribe for a line of credit up to $1 million. [V1 2, 4-9, 24, 29] On November 23, 2009, he requested and was given an increase in his credit line up to $1.2 million. [V1 2, 4-9, 25]

On November 19, 2009, Starkman executed seven counter checks to the Tribe, each for $100,000 drawn on his personal checking account, in exchange for gaming chips of equal value. [V1 2-3, 10-19, 25, 29] He used the chips to participate in gaming at Hard Rock. [V1 29, 36] He lost. [V1 2-3, 36] On November 23, 2009, he executed four counter checks to the Tribe, two for $100,000 and two for $50,000, all drawn on his personal checking account, in exchange for chips. [V1 2-3, 10-19, 25, 29, 36] He used the chips to participate in gaming at Hard Rock. [V1 29, 36] He lost. [V1 2-3, 36] On

November 24, 2009, he executed two counter checks, each for $100,000 drawn on his personal checking account, in exchange for chips. [V1 2-3, 10-19, 25, 29, 36] He used the chips to participate in gaming at Hard Rock. [V1 29, 36] He lost. [V1 29, 36] In all, Starkman's checks totaled $1.2 million. [V1 2, 10-19, 29, 35] None of the checks specify what games Starkman intended to play with the chips he obtained in exchange for this money. [V1 10-19]

In late December 2009, after Starkman failed to redeem the checks for the amounts he borrowed, the Tribe tried to cash the checks. [V1 3, 20-22, 25, 29] The checks were dishonored by Starkman's bank because of insufficient funds. [V1 3, 25] On January 13, 2010, the Tribe sent Starkman notice of the dishonored checks pursuant to section 68.065, Florida Statutes, and gave him thirty days to redeem the checks in cash along with a 5% service charge. [V1 20-22] To date, Starkman has not paid the Tribe any of the money he borrowed in November 2009. [V1 4-5, 25]

In February 2010, the Tribe filed a two-count complaint against Starkman. [V1 1-23] Count one was an action to collect on the worthless checks pursuant to section 68.065, Florida Statutes. [V1 3-4] Count two was a breach of contract action premised oh the credit agreements between the Tribe and Starkman. [V1 4-5] Copies of the checks, the credit agreement, and the request for and approval of an increased credit limit were attached to the complaint. [V1 6-19]

Starkman filed an answer and affirmative defenses and then moved for summary judgment in his favor. In the affidavit attached to his motion, Starkman admitted borrowing the money, admitted giving the Tribe checks drawn on his account for a total of $1,2 million, and admitted failing to repay the debt or make good on the checks. [V1 35-36] He nevertheless argued that, because the games he claims he was playing when he lost the money--baccarat, blackjack, and pai gow poker--were illegal, the credit extended to him and the checks he wrote to the Tribe were unenforceable. [V1 28-34] The Tribe opposed the motion and moved for summary judgment in its own favor, arguing that--among other reasons--at the time Starkman incurred the debt: (1) the Legislature had changed the law to authorize these games on certain Seminole lands, including Hard Rock, (2) the games at issue were no longer against public policy if played on certain Seminole lands, including Hard Rock; and (3) the Tribe was paying approximately $12.5 million a month into a state-administered trust account for the privilege of conducting these games. *See* § 285.710(15), Fla. Stat. (2009); *see also* Fla. Sen. Reg'd Indus. Comm., CS for SB 622 (2010) Bill Analysis & Fiscal Impact Statement, at 4 n.19 (March 24, 2010) (on file with comm.) ("CS/SB 622"). [V1 49-58]

Following a hearing, the trial court granted summary judgment in Starkman's favor. [V1 124] This appeal ensued. [V1 124]

SUMMARY OF THE ARGUMENT

As this Court aptly stated in an earlier opinion: "In an exercise of chutzpah which the writer would eschew if only because of movie engendered impressions," Starkman "stiffed" the Tribe by writing bad checks of over one million dollars to cover his gambling debts.[FN2] Starkman asserts he has no obligation to repay any of the money because the games he played--baccarat, blackjack, and pai gow poker--were illegal. The trial court erred in accepting that contention because, at the time he played those games, the games were authorized by the Legislature and no longer against public policy when played at Hard Rock and other specifically identified Tribe facilities.

FN2. *GNLV Corp. v. Featherstone*, 504 So. 2d 63, 63 (Fla, 4th DCA 1987) ("In an exercise of chutzpah which the writer would eschew if only because of movie engendered impressions, appellees here 'stiffed' appellant, a Las Vegas gambling casino, by writing bad checks . . . to cover

gambling debts incurred in Nevada.").

A promise to pay a gambling debt is enforceable in Florida if the Legislature has either authorized the gambling activity or changed the public policy of the State regarding that gambling activity. At the time Starkman gambled at Hard Rock, the Legislature had changed the public policy of the state to authorize and allow such games at Hard Rock and other specified Seminole lands under State compacts with the Tribe. The Tribe was paying into a State-administered escrow account approximately $12.5 million a month for the privilege of offering those games. The Legislature knew the Tribe was offering such games at Hard Rock, accepted hundreds of millions of dollars from the Tribe as a result of those games, and authorized the games at Hard Rock and other specified Seminole lands.

Additionally, no public policy of the state was violated by the Tribe's offering the games. The Legislature had promulgated a model compact in section 285.711 and, through that legislation, agreed that the Tribe could conduct the games at issue. In fact, the model compact in section 285.711 specifically states that the games at issue would cease at Tribal property, *other than Broward and Hillsborough counties (which includes Hard Rock)*, ninety-days *after* execution of the compact by the Tribe and the State--an express acknowledgement by the Legislature that the games at Hard Rock were on-going, were providing revenue to the State, and could continue even though the compact was not yet ratified.

Starkman should not be allowed to escape legitimately incurred debt simply because the compact had not undergone formal ratification. Had Starkman won, he certainly would have kept the money. Having lost, he attempts to rely on a technicality to escape a valid debt. This Court cannot condone such behavior; the trial court's judgment should be reversed with directions that judgment be entered in the Tribe's favor.

6 *ARGUMENT

Standard of Review

The standard of review for rulings on motions for summary judgment is *de novo*. *Karayiennakis v. Nikolits*, 23 So. 3d 844, 845 (Eta. 4th DCA 2009).

Argument

STARKMAN'S DEBT TO THE TRIBE IS ENFORCEABLE BECAUSE, AT THE TIME HE INCURRED THE DEBT, THE GAMES HE PLAYED WERE AUTHORIZED AND DID NOT CONTRAVENE PUBLIC POLICY.

In November 2009, when Starkman wrote $1.2 million worth of bad checks to the Tribe, the operation of blackjack, baccarat, and pai gow poker games at Hard Rock did not contravene the public policy of the State of Florida if played on Tribe property and were expressly authorized by the Legislature. Thus, Starkman's gambling debt is enforceable.

A. *Gambling Debts Are. Enforceable If The Gambling Involved Does Not Contravene Public Policy*.

Section 849.26, Florida Statutes, states:
All promises, agreements, notes, bills, bonds or other contracts, mortgages or other securities, when the whole or part of the consideration if for money or other valuable thing won or lost, laid, staked, betted or wagered in any gambling transaction whatsoever, regardless of its name or nature, whether heretofore prohibited or not, or for the repayment of money lent or advanced at the time of a gambling transaction for the purpose of being laid, betted, staked or wagered, are void and of no effect; provided, that this act *shall not apply to* wagering on parimutuels or *any gambling transaction expressly authorized by law*.

***7** (Emphasis added.) Florida courts evaluating whether a gambling activity is "expressly authorized" look to whether the public policy of the State expressly authorizes the activity. *Dorado Beach Hotel Corp. v. Jernigan*, 202 So. 2d 830, 831 (Fla. 1st DCA 1967) (under section 849.26, Florida

courts will not enforce a gambling debt, even if legal in the jurisdiction in which it was incurred, if the gambling activity is against Florida "public policy"); *Young v. Sands*, 122 So. 2d 618, 619 (Fla. 3d DCA 1960) (same). Such a construction is consistent with long-established law governing the enforceability of contracts generally; that is, if the conduct underlying the contract contravenes public policy, the contract itself is unenforceable. *See, e.g.*, *Harris v. Gonzalez*, 789 So. 2d 405, 409 (Fla. 4th DCA 2001). Such a construction also is logical because whether a gambling activity is or is not "expressly authorized" is often difficult to discern. *See, e.g.*, *Lamkin v. Faircloth*, 204 So. 2d 747, 750 (Fla. 2d DCA 1968) (although statute did not expressly legalize games at issue, the fact the Legislature had set standards for such games when played under certain conditions and at specific locations established a public policy to authorize those games at those locations even if illegal otherwise).

***8** Likewise, the courts have recognized that "public policy" is not easily defined.[FN3] *Harris*, 789 So. 2d at 409. "In substance, it may be said to be the community common sense and common, conscience, extended and applied throughout the state to matters of public morals, public health, public safety, public welfare, and the like." *Id*, (quoting *City of Leesburg v. Ware*, 113 Fla. 760, 153 So. 87, 89 (1934)). A contract, like the credit agreement and checks between the Tribe and Starkman, "is not void, as against public policy, unless [the conduct underlying that contract] is injurious to the interest of the public, or contravenes some established interest in society." *Id*, (quoting *Atlantic Coast Line R. Co. v. Beazley*, 54 Fla. 311, 387-88, 45 So. 761, 785 (1907)).

> FN3. Public policy also has been described as a "very unruly horse" that "once you get astride it, you never know where it will carry you." *M & R Investments v. Hacker*, 511 So. 2d 1099, 1099 n.l (Fla. 5th DCA 1987) (quoting *Story v. First Nat'l Bank & Trust Co. in Orlando*, 115 Fla. 436, 439, 156 So. 101, 102 (1934)).

Florida courts make it clear that the public policy of the State as to certain conduct, particularly gambling, can be different under different circumstances. For instance, in *Carp v. Florida Real Estate Commission*, 211 So. 2d 240 (Fla. 3d DCA 1968), a real estate broker convicted of bookmaking was faced with the prospect of losing his license if bookmaking was a crime involving moral turpitude. The broker argued it was not, because it was merely a gambling activity, and gambling did not contravene the public policy of the state given that the state allowed parimutuel wagering. The court, held that some forms of gambling are allowed and ***9** other forms, including bookmaking, are not. However, in reaching this conclusion, the court emphasized that *a key public policy factor which distinguishes legal gambling from illegal gambling is that the state receives funds (such as taxes) from legal gambling, while it is deprived of funds from illegal gambling. Id*. at 241; *see also Dorado Beach*, 202 So. 2d at 831 (some gambling is allowed if the state receives its "cut of the take").

Similarly, in *Lamkin v. Faircloth*, the court determined that, so long as clear legislative intent existed to authorize certain gambling games and devices at specific locations--even if those games and devices were illegal elsewhere, the games did not contravene public policy and were authorized at the specified locations. 204 So. 2d at 750. In *Lamkin*, the games at issue were generally illegal; however, the Legislature had enacted legislation, section 616.091 , setting standards for operating certain designated games at public fairs and expositions. The court held that--even though no statute specifically legalized the games at issue and even though the games were generally illegal--the enactment of the specific legislation establishing express and definite standards for operating certain designated games clearly evidenced a legislative intent to authorize the games and amusement devices at issue. Thus, the court recognized that the games at issue could be considered illegal gambling in some instances, but

in other instances, such as at public fairs, they were authorized. *Id*. The key factor in the court's ***10** determining whether the games violated public policy was the enactment of the legislation setting forth specific standards under which the games would be played--even though the legislation had not expressly legalized the games.

Applying these principles, to determine whether a gambling activity is consistent with public policy (and thus expressly authorized), a court will look to a number of factors, including whether: (1) the State receives revenue from the gambling activities; (2) the Legislature has set forth specific standards for the games to be offered; and (3) the Legislature has otherwise evidenced an intent to allow the games at issue. As explained hereinafter, not only were the games at issue expressly authorized by statute, they also provided hundreds of millions of dollars to the State; they were operated pursuant to the specific standards set forth by the Legislature; and the Legislature changed the public policy of the State to allow the games at issue by expressly announcing its intent to allow the games and to obtain revenue from those games.

B. *The History Of The Compacts With The Tribe And The New Statutes Governing The Gambling At Issue Establishes That The Gambling Was Authorized and Does Not Violate Public Policy*.

(i) The 2007 Compact.

In 2007, the Governor and the Tribe entered into a gaming compact giving the Tribe exclusive rights to operate certain Class III gaming activities, including blackjack, baccarat, and pai gow poker, at several of its gaming facilities in ***11** exchange for a percentage of the Tribe's net proceeds ("2007 Compact").[FN4] The Governor concluded the deal with the Tribe the day before a deadline established by the United States Department of the Interior ("Department") was to expire. *Crist*, 999 So. 2d at 605-06. The Secretary of the Department ("Secretary") had warned the Governor that if the State did not enter into a compact with the Tribe by November 15, 2007, the Department would issue procedures for certain Class III gaming on the Tribe's tribal lands within Florida, and the State would not receive any revenue nor would it be entitled to exercise any control over the Tribe's operation of those games.[FN5] *Id*.

FN4. The 2007 Compact was the culmination of years of negotiation and litigation among the Tribe, the State, and the United States Department of the Interior, as set forth in *Florida House of Representatives v. Crist*, 999 So. 2d 601, 605-06 (Fla. 2008). The 2007 Compact is the appendix to the *Crist* opinion. 999 So. 2d at 622-644 .

FN5. The Court characterized the percentage negotiated by the Governor and agreed to by the Tribe as "substantial remuneration." *Crist*, 999 So. 2d at 603. *[See also* V1 53-55, 150-151]

The Tribe and the Governor submitted the 2007 Compact to the Secretary for approval pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701-2721 (2000) ("IGRA"). *Id*. at 606. Following the Secretary's approval of the 2007 Compact, which was published on January 7, 2008, the Tribe implemented the Class III games specifically authorized by the Compact--which included the games at issue here. *Id*.

***12** The Legislature questioned the Governor's authority to enter into the Compact without legislative authorization and brought the issue to the Florida Supreme Court via a petition for a writ of quo warranto. *Id*. at 603. In July 2008, the Court granted the writ, holding in pertinent part: "[T]he Governor does not have the constitutional authority to bind the State to a gaming compact that clearly departs from the State's *public policy* by legalizing types of gaming that are illegal everywhere else in the state." *Id*. (emphasis added). The Court concluded that "the Governor lacked authority under our state's constitution to execute the Compact because

it changes the state's *public policy* as expressed in the criminal law and therefore infringes on the Legislature's powers." *Id*. at 608 (emphasis added).

By the time the *Crist* opinion was issued, the Compact had already been approved by the Department of Interior and the Tribe had already implemented the games. So, while the Legislature considered how best to address the situation, the games continued with full knowledge of the State, and the Tribe continued paying into a State-administered escrow account a percentage of the revenue generated from the games.

(ii) Following Crist The Florida Legislature Officially Changed The Public Policy Of The State To Authorize The Games At Issue At Tribe Gaming Facilities.

The only basis for the Florida Supreme Court's holding in *Crist* (that the 2007 Compact was inconsistent with Florida law) was that the Legislature had not ***13** yet changed public policy to allow the games at issue. Accordingly, the Court found "the Governor lacked authority to bind the State to a compact" inconsistent with public policy. *Id*. at 616. Following *Crist*, the Legislature changed the public policy of the State and authorized the games at issue at Hard Rock.

Although the Legislature did not want the Governor unilaterally entering into a compact with the Tribe, the Legislature recognized that huge sums of money were being paid to the State by the Tribe. Consequently, following *Crist* the Legislature immediately enacted, during its next general legislative session, sections 285.710 and 285.711, Florida Statutes (2009), which took effect on June 15, 2009.[FN6] Section 285.710 authorized the Governor to negotiate and enter into a compact with the Tribe by August 31, 2009, "for the purpose of authorizing Class III gaming on Seminole lands within this state." § 285.710(3), (10). Section 285.710 (15) *specifically authorized* the games at issue so long as those games were conducted pursuant to any compact that is substantially similar to the form of the compact in section 285.711 ("Model Compact").

FN6. All references to section 285.710 or 285.711 are to the 2009 statutes, unless otherwise noted.

Subsection (15) provides:

For the purpose of satisfying the requirement in 25 U.S.C. s. 2710(d)(1)(B) that the gaming activities authorized under an Indian gaming compact must be permitted in the state for any purpose by any person, organization, or entity, the following Class III games or other games specified in this section are hereby authorized to be conducted ***14** by the Tribe pursuant to a compact that is substantially in the form provided in s. 285.711:

(b) Games of poker without betting limits if such games are authorized in this state to any person for any purpose.

(c) Banking or banked card games, including baccarat, chemin de fer, and blackjack or 21 at the tribal facilities in Broward County and Hillsborough County [which includes Hard Rock].

Section 285.711, the Model Compact, set forth the compact recommended by the Legislature. The Model Compact authorized the games at issue at Tribe gaming facilities in Broward and Hillsborough Counties. Part III, section E, of the Model Compact defined "Covered Game" or "Covered Gaming Activity" to include "[n]o limit poker" and "[b]anking or banked card games, including baccarat, chemin de fer, and blackjack at the Facilities located in Broward County and Hillsborough County . . . ." Model Compact, Part III, §§ E(2) & E(3), § 285.711, Fla. Stat. (2009). The Model Compact authorized the Tribe to offer "covered games" only at seven specifically identified tribal facilities, one of which was the Seminole Hard Rock Hotel and Casino in Hollywood, Florida, which is in Broward County, *id*. at Part IV, § B(6), but limited banked card games to the Hillsborough and Broward county facilities. *Id*. at Part III, §§ E(2) & E(3). The Model Compact also mandated that the games be operated at a level of control, that equaled

or exceeded ***15** those set forth in the National Indian Gaming Commission's Minimum Internal Control Standards (promulgated at 25 C.F.R. Part 542). *Id*. at Part V, § B.

The Legislature's intent to authorize these games at Hard Rock and other specified Tribe gaming facilities is further evidenced by section 285.710(16), which provides: "Notwithstanding any other provision of state law, it is *not a crime* for a person to participate in the games specified in subsection (15) at a tribal facility operating under a compact entered into pursuant to this act." (Emphasis added.)

These statutes constituted a radical shift in "official" public policy--they removed the basis for the Florida Supreme Court's invalidation of the 2007 Compact in *Crist* by expressly authorizing the Governor to execute a gaming compact with the Tribe for the specific games and at the specific location involved here. *See Crist*, 999 So. 2d at 612 (it is a legislative function to say what forms of gaming will be allowed; the Governor lacked authority to enter into a compact that legalized games that were illegal everywhere else in the state).

Further, although section 285.710(3) provided that the compact would not be effective until signed by the Governor and the Tribe and ratified by the Legislature, the Legislature expressly recognized that the games at issue *were being operated* despite the *Crist* decision *and specifically authorized continuance of the games at all Tribe gaming facilities--not just facilities in Broward and Hillsborough* ****16*** *County--until ninety days after* the compact was executed by the State and the Tribe:

> Cessation of Banking and Banked Card Games. The Tribe shall stop all banked card games occurring on Tribal lands at any existing gaming facility within any county of the State, other than Broward County or Hillsborough County, within ninety (90) days after the date this Compact is executed by the State and the Tribe.
>
> Model Compact, Part V, § L, § 285.711, Fla. Stat. (2009). Notably, the State also continued accepting a portion of the revenue from these games and the Legislature took no steps to attempt to stop the games in Hillsborough or Broward County-- even though it was well aware that it would not have the opportunity to ratify any executed compact prior to its next legislative session, which would not occur until March 2010. *This express authorization clearly indicates that operation of the games at issue--at the facilities in Hillsborough and Broward. Counties--were authorized to continue and thus did not contravene the public policy of the State in November 2009.*

Pursuant to section 285.710, the Governor and the Tribe entered into a new compact on August 31, 2009 (the **"2009 Compact").** Like the Model Compact under the new statute, the 2009 Compact authorized the games at issue. Part III, section F of the 2009 Compact defined "Covered Game" or "Covered Gaming Activity" to mean: "[b]anking or banked card games, including baccarat, chemin de fer, and blackjack (21)." There is no mention of "no limit poker." The 2009 ***17** Compact allowed the Tribe to offer the games at seven specifically identified locations, including Hard Rock. 2009 Compact, Part IV, § B. *The State and the Tribe were operating under the 2009 Compact at the time Starkman incurred the debt at issue.*

The 2009 Compact was followed by the 2010 Compact, enacted by the Florida Legislature and executed *by* the Governor and the Tribe on April 7, 2010. The terms of the 2010 Compact were materially the same as those of the Model Compact in section 285.711. The 2010 Compact defined "Covered Game" or "Covered Gaming Activity" to include: "[b]anking or banked card games, including baccarat, chemin de fer, and blackjack (21)." 2010 Compact, Part III, § F(2). Again, it provided that the Tribe could offer the Class III games at issue here at the Tribe's facilities in Hillsborough and Broward counties, 2010 Compact, Part IV, § B. Although the 2010 Compact was not formally ratified until after Starkman's debt was incurred, this tech-

nicality did not affect the Tribe's or the State's conduct as to the games or their relationship with each other in any substantive way. The 2009 legislation, which changed the public policy of the State to legalize the games at Hard Rock, was in effect when Starkman incurred his debt to the Tribe; thus, the debt is enforceable.

***18** *(iii) The State's Acceptance Of Substantial Revenue Derived From These Games Further Shows That Operation Of The Games Was Authorized And Did Not Contravene Public Policy*.

As established above, the gambling underlying Starkman's contractual obligation to the Tribe was expressly authorized and does not contravene public policy. That the Tribe continued to pay, and the State continued to accept, the percentage of the Tribe's net proceeds as required under the 2007 Compact and, then, the 2009 Compact is further confirmation that Starkman's debt to the Tribe was authorized and does not contravene public policy and, thus, is enforceable.

The Tribe began operating the games at issue on January 7, 2008, after approval of the 2007 Compact by the Secretary of the Department of the Interior, Pursuant to the terms of the 2007 Compact, the Tribe then began paying into a State-administered escrow account approximately $12.5 million a month. CS/SB 622 at 4 n.19. Further, even though the Florida Supreme Court invalidated the 2007 Compact in 2008, the games at issue continued to be operated, and the Tribe continued to pay, and the State continued to accept, payment of money derived from these games. The Legislature estimated that payments made under the 2007 Compact "through FY 2008-09 totaled $137.5 million." CS/SB 622 at 4. In fact, the State accepted payment from the Tribe and derived revenue from profits from games played by Starkman in November 2009.

Note: Page 19 missing in original document

***20** operated with no State intervention, were expressly permitted by the Legislature, and the State benefited immensely from revenue derived from these games. The games underlying Starkman's gambling debt were authorized and did not contravene public policy and, therefore, his gambling debt must be enforced.

Accordingly, the Court should reverse the summary judgment entered in Starkman's favor and remand with directions that judgment be entered in the Tribe's favor.

CONCLUSION

For the reasons expressed above, the Seminole Tribe of Florida requests this Court issue an opinion: (I) concluding that Starkman's debt to the Tribe is enforceable because the games underlying that debt were authorized and did not contravene Florida's public policy when Starkman played those games and incurred the debt at issue; (2) reversing the trial court's order granting summary judgment in favor of Starkman; and (3) remanding this case with directions that judgment be entered in the Tribe's favor against Starkman.

SEMINOLE TRIBE OF FLORIDA, Appellant, v. Jason STARKMAN, Appellee.
2010 WL 5819442 (Fla.App. 4 Dist.) (Appellate Brief)

END OF DOCUMENT