

**BEFORE THE CASINO CONTROL COMMISSION
STATE OF OHIO**

IN THE MATTER OF :
 : **Case No. 2019-REG-001**
Central Ohio Gaming Ventures, LLC :
TABLE GAME INTEGRITY VIOLATIONS :

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Central Ohio Gaming Ventures, LLC, (“HCO”) and the Ohio Casino Control Commission (“Commission”) for the purpose of resolving Commission Case No. 2019-REG-001. Together, HCO and the Commission are referred to as “the parties.”

WHEREAS, the Commission is responsible for the administration and enforcement of R.C. Chapter 3772 and the rules adopted thereunder, which regulate the conduct of casino gaming in the State of Ohio;

WHEREAS, HCO is a Casino Operator Licensee that owns and operates the Hollywood Casino Columbus facility;

WHEREAS, the Commission, pursuant to its authority to regulate, investigate, and penalize casino operators, discovered violations of Ohio law and HCO’s Commission-approved internal controls or approved procedures during the course of normal daily operations at HCO’s facility;

WHEREAS, as a result of this discovery, the Commission issued a Notice of Violation and Opportunity for Hearing (“Notice”), dated September 24, 2019, to HCO, pursuant to and in accordance with R.C. Chapters 119 and 3772 and Ohio Adm.Code Chapters 3772-21 and 3772-22;

WHEREAS, the Commission procedurally complied with R.C. Chapters 119 and 3772 and established jurisdiction over this matter; and

WHEREAS, Commission Case No. 2019-REG-001 has not yet been brought before the Commission for final adjudication, as required by R.C. Chapters 119 and 3772, and the parties enter this Agreement in lieu of issuance of a final adjudicatory order by the Commission.

NOW THEREFORE, in consideration of the mutual promises expressed herein, and with intent to be legally bound, the parties **AGREE** as follows:

1. HCO Admissions

A. During the course of normal daily operations at HCO's facility, Commission staff discovered practices that violated Ohio law and HCO's Commission-approved internal controls or approved procedures.

B. As a result, the Commission issued the Notice, Case No. 2019-REG-001 providing HCO with an opportunity for a hearing to contest the allegations contained therein.

C. Table Games Violations

i. HCO operated table games in a manner inconsistent with Commission-approved game rules, in violation of Ohio Adm.Code 3772-11-03(E); and

ii. Did not store table game playing cards in the manner required by Ohio Adm.Code 3772-11-21(A).

D. Remedial Measures

After receiving the Notice, HCO took proactive measures to ensure violations would not occur in the future by updating procedures related to these incidents and by providing detailed training to personnel on the updated procedures.

2. Pursuant to this Agreement, Commission Case No. 2019-REG-001 is **ADMINISTRATIVELY CLOSED**. Accordingly, the Commission makes no specific findings regarding the allegations described in the Notice.

3. The Admissions contained in Paragraph 1 of this Agreement by itself will not be a basis for future action against HCO, except as set forth in Paragraph 4 of this Agreement. The Commission makes no further statements or representations with respect to the admissions referenced herein or HCO's compliance with Ohio law.

4. Nothing in this Agreement precludes the Commission from:

a. Investigating and prosecuting HCO for violations of or non-compliance with this Agreement or for separate violations of or non-compliance with R.C. Chapter 3772 or the rules adopted thereunder; or

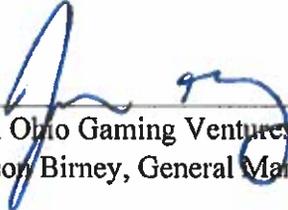
- b. Limits the Commission's exercise of authority and discretion with respect to imposing additional conditions upon or taking further action against HCO under R.C. Chapter 3772 and the rules adopted thereunder for matters not contemplated herein.
5. HCO will pay a monetary fine in the amount of \$95,000.00.
6. HCO will ensure, and demonstrate to the Commission, that its personnel are properly trained on all laws, policies, procedures, and Commission-approved internal controls or approved procedures relevant to each employee's individual function, as it relates to the admissions in Paragraph 1, as described and required by Ohio Adm.Code 3772-10-03(E).
7. HCO will ensure, and demonstrate to the Commission, that each electronic shuffler in its inventory operates as designed, is appropriate for use, and is properly maintained.
8. HCO will ensure, and demonstrate to the Commission, adherence to its updated approved procedures for verifying that the appropriate cards are present in decks or shoes of cards when investigating shuffler errors and when removing cards from games.
9. HCO will ensure, and demonstrate to the Commission, adherence to its updated approved procedures that contain investigation steps of electronic shuffler errors.
10. Upon the date of the last signature of the parties, this Agreement is effective and binding upon the parties and any and all successors, assigns, subsidiaries, agents, employees, or representatives of the parties or any other affiliates.
11. The parties have read and understand this Agreement and have entered into the same knowingly, voluntarily, and with the opportunity to gain advice of counsel.
12. This Agreement is entered into by the parties and may be executed in counterparts or facsimiles, each of which will be deemed an original and all of which will constitute the same instrument.
13. This Agreement (including all attached exhibits) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, oral or written, with respect to such matters. This Agreement may be modified only by a further writing that is duly executed by the parties.
14. If any provision in this Agreement is found or held to be invalid, or unenforceable, the meaning of said provision will be construed to the extent feasible, so as to render

the provision enforceable, and if no feasible interpretation will save such provision, it will be severed from the remainder of this Agreement. The remainder of this Agreement shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any of the parties.

15. This Agreement is governed by and construed in accordance with the laws of the State of Ohio, and the exclusive venue for any cause of action arising from it will be a court of competent jurisdiction in the State of Ohio, County of Franklin.

IN WITNESS WHEREOF, the parties to this **SETTLEMENT AGREEMENT** have either executed it or caused it to be executed by their duly authorized representatives:

Accepted by:



Central Ohio Gaming Ventures, LLC
By: Jason Birney, General Manager

11/13/2019

Date



Ohio Casino Control Commission
By: June E. Taylor, Chair

11/30/2019

Date