

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

IN THE MATTER OF :
 : **Case No. 2017-REG-003**
Central Ohio Gaming Ventures, LLC :
UNSEALED SLOTS AND UNAPPROVED :
SOFTWARE OPERATIONS VIOLATIONS :

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Central Ohio Gaming Ventures, LLC ("Hollywood"), and the Ohio Casino Control Commission ("Commission") for the purpose of resolving Commission Case No. 2017-REG-003. Together, Hollywood 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, Hollywood 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 and management companies, discovered violations of Ohio law and Hollywood's Commission-approved internal controls during the course of normal daily operations at Hollywood's facility;

WHEREAS, as a result of these violations, the Commission issued a Notice of Violation and Opportunity for Hearing ("Notice"), dated May 22, 2017, to Hollywood, pursuant to and in accordance with R.C. Chapters 119 and 3772 and Ohio Adm. Code Chapters 3772-21 and 3772-22;

WHEREAS, in response to the Notice, Hollywood submitted a letter, dated June 16, 2017, to the Commission wherein Hollywood acknowledged receipt of the Notices and timely requested a hearing pursuant to R.C. 119.07 and 3772.04;

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

WHEREAS, Commission Case Nos. 2017-REG-003 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 final adjudicatory orders 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:

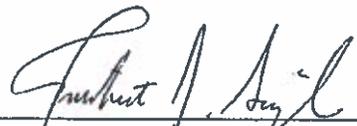
1. Hollywood makes the following admissions:
 - A. During the course of normal daily operations at Hollywood's facility, Commission staff discovered practices that violated Ohio law and Hollywood's Commission-approved internal controls.
 - B. As a result, the Commission issued the Notice (Exhibit A), providing Hollywood with an opportunity for a hearing to contest the allegations contained therein.
 - C. Hollywood submitted a letter, dated June 16, 2017, (Exhibit B) to the Commission wherein Hollywood acknowledged receipt of the Notice and requested a hearing on the allegations contained therein.
 - D. The parties subsequently agreed to abstain from holding an administrative hearing until after attempting to reach a settlement on the matter (Exhibit C).
 - E. By allowing seven slot machines to remain on the casino gaming floor and available for play by patrons with revoked software from January 2013 until April 7, 2016, Hollywood violated Ohio Adm. Code 3772-9-02, 3772-9-06 and Hollywood's Commission-approved internal controls- thereby acting outside the scope of operation authorized by the Commission.
 - F. By maintaining and submitting to the Commission an inaccurate Slot Machine Master List, Hollywood violated Ohio Adm. Code 3772-9-06(B), and its Commission-approved internal controls- thereby acting outside the scope of operation authorized by the Commission.
 - G. In a period of less than two months, Hollywood placed at least four separate unverified or unsealed slot machines into play. Therefore, Hollywood violated Ohio Adm. Code 3772-9-02(A), 3772-9-06, 3772-9-09(C), 3772-9-10(B), and/or its own Commission-approved internal controls.
 - H. Notwithstanding any training provided by Hollywood, certain slots personnel failed to adhere to it or said training was insufficient, in violation of Ohio Adm. Code 3772-10-03(C).
2. Pursuant to this Agreement, Commission Case No. 2017-REG-003 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 Hollywood, 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 Hollywood's compliance with Ohio law.
4. Nothing in this Agreement precludes the Commission from investigating and prosecuting Hollywood 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 limits the Commission's exercise of authority and discretion with respect to imposing additional conditions upon or taking further action against Hollywood under R.C. Chapter 3772 and the rules adopted thereunder for matters not contemplated herein.
5. Hollywood will pay a monetary fine in the amount of \$10,000.00.
6. Hollywood will develop special remedial training of all laws, policies, procedures, and Commission-approved internal controls 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(C).
7. Upon the date of the last signature of all requisite parties and individuals, 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.
8. 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.
9. This Agreement is entered into by the parties and may be executed in counterparts or facsimiles, each of which shall be deemed an original and all of which shall constitute the same instrument.
10. 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.
11. 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 shall 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.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the exclusive venue for any cause of action arising here from shall 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: Himbert Sinopoli, General Manager

07/25/17
Date



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

9/20/2017
Date