

**CONFIDENTIAL SETTLEMENT PROPOSAL
PURSUANT TO OHIO RULE OF EVIDENCE 408**

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

IN THE MATTER OF: :
 :
 : **Case No. 2012-0019**
ROGER L. DILLARD, III. :
KEY EMPLOYEE LICENSE APPLICANT :

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Roger L. Dillard, III., and the Ohio Casino Control Commission ("Commission"), for the purpose of resolving Commission Case No. 2012-0019 and the issues regarding Dillard's Key Employee License Application. Together, the Commission and Dillard are referred to as "the parties."

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

WHEREAS, Dillard submitted an application to the Commission for licensure as a Key Employee pursuant to the requirements of R.C. Chapter 3772 and the rules adopted thereunder;

WHEREAS, during its suitability investigation, the Commission issued a Notice of Intent to Deny and Opportunity for Hearing ("Notice"), dated April 24, 2012, to Dillard, 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, Dillard timely requested an administrative hearing to dispute the allegations contained therein;

WHEREAS, the Commission set the matter for hearing in accordance with R.C. 119.07 and 119.09;

WHEREAS, upon Dillard's request, and without objection from the Commission, the matter was continued and re-set for hearing at 1:00 P.M. on July 19, 2012;

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

WHEREAS, the matter was heard before Hearing Examiner Andrew Cooke ("Examiner") on July 19, 2012, at 1:00 P.M.;

WHEREAS, the Examiner issued his Report and Recommendation ("R&R") on August 29, 2012, wherein he recommended that the Commission approve Dillard's Key Employee License Application;

WHEREAS, the matter has not yet been brought before the Commission for final adjudication as required by R.C. Chapters 119 and 3772 and, therefore, no final adjudication order has been issued in this matter; and

WHEREAS, 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. Dillard makes the following admissions:

A. In response to Multi-jurisdictional Personal History Disclosure Form Question 21, Dillard stated that his North Carolina Certified Public Accountant Certificate ("Certificate") was "inactive as continuing education requirement could not be met while living out of state." Said Certificate, however, was forfeited via a Consent Order with the North Carolina State Board of Certified Public Accountant Examiners ("North Carolina Board") for failure to meet the continuing education requirement. Accordingly, Dillard failed to accurately disclose all of the information required by Question 21 in the Multi-Jurisdictional Personal History Disclosure Form.

B. Based on Dillard's response and the results of its licensing investigation, the Commission issued Dillard the Notice (attached as Exhibit A).

C. After receiving the Notice, Dillard completed the required continuing education courses, and upon completion, his Certificate was reinstated by the North Carolina Board.

D. Dillard requested a hearing to dispute the allegations contained in the Notice, which occurred on July 19, 2012.

E. After the hearing, the Examiner issued a R&R (attached as Exhibit B) finding that Dillard did not provide false or incomplete information on his application and that he proved by clear and convincing evidence his suitability for licensure. Based on these findings, the Examiner recommended approval of Dillard's Key Employee License Application.

2. Pursuant to this Agreement, Dillard's Key Employee License Application is **ADMINISTRATIVELY CLOSED**. Accordingly, the Commission makes no specific finding on Dillard's suitability for licensure as it relates to his Key Employee License Application and the Notice is withdrawn.

3. Dillard will not apply for or otherwise seek licensure under R.C. Chapter 3772 for three years from the effective date of this Agreement. Any attempt to do so before the expiration of the three-year term constitutes a valid reason for summary denial of the submitted application and Dillard waives any right, under R.C. Chapters 119 and 3772, to a hearing and appeal to challenge such a denial.

4. Dillard may not perform any functions, duties, responsibilities, or obligations or maintain any title or designation as an employee, contractor, consultant, or individual involved in or with any properties owned, operated, managed, or otherwise maintained in Ohio by a person, as defined in R.C. 3772.01, who has applied for licensure or has been licensed under R.C. Chapter 3772 or any parent, affiliate, subsidiary, key employee, partner, or joint venture thereof that is located in Ohio. This provision does not preclude Dillard from performing any functions, duties, responsibilities, or obligations or from maintaining any title or designation as an employee, contractor, consultant, or individual of any person, as defined in R.C. 3772.01, that is located outside of this state.

5. Dillard may not accept any salary, payment, compensation, or benefits of any nature or variety from a person, as defined in R.C. 3772.01, who has applied for licensure or been licensed under R.C. Chapter 3772 or any parent, affiliate, subsidiary, key employee, partner, or joint venture thereof, unless such salary, payment, compensation, or benefits result from employment at, goods provided to, or services rendered to a person, as defined in R.C. 3772.01, that is located outside of Ohio and that does not directly affect casino gaming in this state.

6. Dillard must submit this Agreement to any Gaming Regulator of any other gaming jurisdiction in which he is currently licensed as well as to any Gaming Regulator of any other gaming jurisdiction that he applies for a new gaming license.

7. The admissions contained in Paragraph 1 of this Agreement by themselves will not be a basis for denial upon reapplication. The Commission makes no further statements or representations with respect to the admissions referenced herein or Dillard's suitability upon reapplication.

8. Any violation of or non-compliance with this Agreement or R.C. Chapter 3772 or the rules adopted thereunder shall be prima facie evidence of Dillard's unsuitability for any license issued under R.C. Chapter 3772.

9. Except as set forth in Paragraph 7 of this Agreement, nothing precludes the Commission from investigating Dillard for violations of or non-compliance with this Agreement or R.C. Chapter 3772 or the rules adopted thereunder or limit the Commission's future exercise of authority and discretion with respect to imposing additional conditions or taking further action upon Dillard under R.C. Chapter 3772 and the rules adopted thereunder.

10. This Agreement is binding upon the parties, any and all successors, assigns, subsidiaries, agents, employees, or representatives of the parties or any other affiliates.

11. This Agreement is effective upon the date of the last signature of all requisite parties and individuals and shall remain effective for three years thereafter.

12. The parties have read and understand this Agreement and have entered into same knowingly, voluntarily, and with the opportunity to gain advice of counsel.

13. This Agreement is entered into by both 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.

14. 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 understandings, oral or written, with respect to such matters. This Agreement may be modified only by a further writing that is duly executed by both parties.

15. 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 either of the parties.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the exclusive venue for any causes of action arising herefrom shall be brought to 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:

Roger Lee Dillard III
Roger L. Dillard, III.

12/14/12
Date

[Signature]
Counsel for Roger L. Dillard, III.

12-14-12
Date

Karl H. Schreiber
John Davidson
The Ohio Casino Control Commission
By: Jo Ann Davidson, Chair

12-20-12
Date