

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

**IN THE MATTER OF:** :  
 : Case No. 2014-REG-001  
**TOLEDO GAMING VENTURES, LLC** :  
**CASINO OPERATOR LICENSEE'S** :  
**USE OF UNVERIFIED AND UNSEALED** :  
**SLOT MACHINES VIOLATIONS** :

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made by and between Toledo Gaming Ventures, LLC, ("Hollywood") and the Ohio Casino Control Commission ("Commission") for the purpose of resolving Commission Case No. 2014-REG-001 and the issues that arose regarding Hollywood's use of unverified and unsealed slot machines. 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 Ohio Adm. Code rules adopted thereunder, which regulate the conduct of casino gaming in the State of Ohio;

**WHEREAS**, Hollywood is a Casino Operator Licensee that operates Hollywood Casino Toledo, the casino facility located in Toledo, Ohio;

**WHEREAS**, the Commission, as the result of voluntary disclosures by Hollywood, discovered violations of Ohio law and Hollywood's internal controls related to Hollywood's slot machine operations;

**WHEREAS**, in light of that discovery, the Commission issued a Notice of Violation and Opportunity for Hearing ("Notice"), dated April 29, 2014, to Hollywood (attached as Exhibit A), pursuant to and in accordance with R.C. Chapters 119 and 3772 and Ohio Adm. Code Chapters 3772-21 and 3772-22;

**WHEREAS**, by executing this Agreement, Hollywood acknowledges receipt of the Notice and waives its right to a hearing provided by 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**, 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. Hollywood makes the following admissions:

- A. On November 8, 2013, Hollywood disclosed to the Commission that it operated four slot machines without Commission-verification and/or –seal for 251 days.
- B. By placing unverified, unsealed slot machines on its gaming floor, Hollywood:
  - 1. Failed to ensure that only Commission-verified and/or –sealed slot machines were placed into active play, in violation of Ohio Adm. Code 3772-9-02(A);
  - 2. Violated its own internal controls, which were submitted to and approved by the Commission in accordance with Ohio Adm. Code 3772-10-02(B), and therefore acted outside the scope of operation authorized by the Commission; and
  - 3. Failed to comply with the terms of the Settlement Agreement for Commission Case No. 2013-047.
- C. Hollywood did not ensure that its slots personal were properly trained in all policies, procedures, and internal controls relevant to each employee’s individual function, in violation of Ohio Adm. Code 3772-10-03(C).

2. Pursuant to this Agreement, Commission Case No. 2014-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 themselves 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 or 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 \$4,000.00.

6. Hollywood, since its initial disclosure, has taken remedial measures to correct the violations described in Paragraph 1 of this Agreement, including, but not limited to, requiring all slots personnel to record the serial number of the Commission seal affixed to a slot machine in the Machine Entry Access Log each time a slot machine is entered. Hollywood shall submit each additional proposed remedial measure to the Commission for review and approval before implementation.

7. Hollywood shall conduct a full-floor audit to ensure that each slot machine on its gaming floor has been verified and sealed by the Commission and that all information contained within the Slot Machine Master List is complete and accurate;

8. Hollywood will ensure that its personnel is trained in all laws, policies, procedures, and internal controls relevant to each employee's individual function including installation of slot machines that have been verified and sealed by the Commission, as prescribed by Ohio Adm. Code 3772-10-03(C) and the Settlement Agreement for Commission Case No. 2013-047;

9. Upon the date of the last signature of all requisite parties and individuals, this Agreement is effective and binding upon the parties, any and all successors, assigns, subsidiaries, agents, employees, or representatives of the parties or any other affiliates.

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

11. 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.

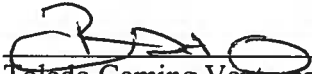
12. This Agreement (including all attached exhibits) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. This Agreement may be modified only by a further writing that is duly executed by both parties.

13. 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.

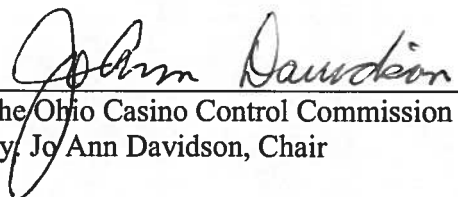
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the exclusive venue for any causes of action arising herefrom shall be brought to a court of competent jurisdiction in the State of Ohio, County of Franklin.

**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:

  
\_\_\_\_\_  
Toledo Gaming Ventures, LLC  
By: Richard St. Jean, General Manager

5-16-14  
Date

  
\_\_\_\_\_  
The Ohio Casino Control Commission  
By: Jo Ann Davidson, Chair

6-18-14  
Date