

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

**IN THE MATTER OF:**

**TOLEDO GAMING VENTURES, LLC  
CASINO OPERATOR LICENSEE'S  
UNAPPROVED TABLE GAME OPENING AND  
USE OF UNVERIFIED AND UNSEALED  
SLOT MACHINES VIOLATIONS**

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Case Nos. 2013-047  
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**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. 2013-047 and the issues that arose regarding Hollywood's unapproved table game opening and 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, pursuant to its authority to regulate, investigate, and penalize casino operators, discovered violations of Ohio law and Hollywood's internal controls during its auditing procedures of Hollywood's operations;

**WHEREAS**, in light of that investigation, the Commission issued a Notice of Violation and Opportunity for Hearing ("Notice"), dated June 24, 2013, 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 July 16, 2013, to the Commission wherein Hollywood agreed with the facts as presented by the Commission in the Notice, described remedial controls regarding the movement of table games, surveillance of table game fills, and installation of slot machines that have been verified and sealed by the Commission.

**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. By opening Table Game BJ424 for live casino gaming without ensuring proper surveillance coverage and demonstrating such coverage to the Commission, Hollywood violated Ohio Adm. Code 3772-11-03(E) and 3772-19-01(B) and (H).
  - B. Hollywood's Surveillance Operators did not maintain view of and continue to surveil the Security Officer as the Officer moved from the cage area to the gaming floor and ultimately completed a \$36,310.00 initial table fill at BJ424, in violation of Ohio Adm. Code 3772-11-19(A).
  - C. On three separate occasions, Hollywood failed to ensure that only Commission-verified and -sealed slot machines were placed into active play, in violation of Ohio Adm. Code 3772-9-02(A).
  - D. Hollywood did not ensure that its Table Games and Surveillance staff was 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).
  - E. Hollywood failed to comply with its own internal controls concerning the movement of table games, the surveillance of table game fills, and the placement of Commission-verified and -sealed slot machines into active play and, therefore, acted outside the scope of operation authorized by the Commission, pursuant to Ohio Adm. Code 3772-10-02.
  - F. Based on the Commission's discoveries during its audit procedures of Hollywood's operations, the Commission issued the Notice (attached as Exhibit A).
  - G. Hollywood subsequently submitted a letter (attached as Exhibit B), dated July 16, 2013, to the Commission wherein Hollywood agreed with the facts as presented by the Commission in the Notice, described remedial controls regarding the movement of table games, surveillance of table game fills, and installation of slot machines that have been verified and sealed by the Commission.

2. Pursuant to this Agreement, Commission Case No. 2013-047 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 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 \$30,000.00.

6. In its letter dated July 16, 2013, Hollywood submitted remedial controls regarding the movement of table games, surveillance of table game fills, and installation of slot machines that have been verified and sealed by the Commission, as required by the Notice.

7. Hollywood will ensure that its personnel is trained in all laws, policies, procedures, and internal controls relevant to each employee's individual function, including the movement and filling of table games and installation of slot machines that have been verified and sealed by the Commission, as required by Ohio Adm. Code 3772-10-03(C).

8. 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.

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

10. 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.


11. 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.

12. 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.


13. 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:

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

7-24-13  
\_\_\_\_\_  
Date

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

8-21-13  
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Date