

**STATE OF OHIO
CASINO CONTROL COMMISSION**

In re: :
: Case No. 2016-025
SEAN SPENCER, :
KEY EMPLOYEE LICENSEE :
CASINO GAMING EMPLOYEE LICENSEE :
Licensee. :

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Sean Spencer and the Ohio Casino Control Commission (“Commission”), for the purpose of resolving Commission Case No. 2016-025 and the issues regarding Sean Spencer’s Key Employee License and Casino Gaming Employee License. Together, the Commission and Spencer 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, Spencer submitted an application for a Casino Gaming Employee License on March 5, 2012, and after conducting a suitability investigation of Spencer to determine his eligibility for such a license, the commission issued a Casino Gaming Employee License to Spencer on April 4, 2012, and this license was renewed effective April 4, 2016;

WHEREAS, Spencer submitted an application for a Key Employee License on April 22, 2016, and after conducting a suitability investigation of Spencer to determine his eligibility for such a license, the commission issued a Key Employee License to Spencer on July 13, 2016;

WHEREAS, during an administrative investigation of Spencer, the Commission discovered sufficient derogatory information to warrant issuance of a Notice of Opportunity for Hearing (“Notice”), dated September 14, 2016. (Exhibit A.) The Notice was delivered to Spencer via personal service on September 14, 2016. (Exhibit B.)

WHEREAS, in response to the Notice, Spencer timely requested an administrative hearing on the matter;

WHEREAS, the parties agreed to abstain from holding a hearing on the matter until after attempting to reach a settlement agreement on the matter and, as such, 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;

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

WHEREAS, the parties agree this Agreement is 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. Spencer makes the following admissions:
 - a. On or about August 5, 2016, at approximately 9:42 PM, the Commission was notified of and responded to a patron dispute regarding slot machine G3301 (“machine”) at Hollywood Casino Columbus (“Hollywood”). Specifically, the reels on the machine displayed that the patron won \$5,000.00 but the patron had only received \$5.00. Hollywood slot personnel stated that the machine’s software, which actually contains the results of each spin, indicated that \$5.00 was the correct result and that the reels, which are merely used to display the results in the software, incorrectly did so. However, Hollywood slot personnel also stated that everything was in the proper place with respect to the machine’s reels. Commission gaming agents verified the machine’s software and it was removed from service until a proper diagnosis and repair could be completed. Spencer’s work shift at Hollywood had not yet begun;
 - b. On or about August 6, 2016, at approximately 9:47AM, Spencer switched the machine’s reel strips so that the machine thereafter contained the correct reel strips, and then placed the machine back into play. These actions were documented in Hollywood’s machine entry access log (MEAL) book;
 - c. In an email, sent on or about August 6, 2016, at approximately 10:46 AM, Spencer stated that the reels incorrectly displayed that the patron had won \$5,000.00 as a result of a “hardware malfunction,” and, pursuant to Hollywood’s policy, the patron was not entitled to additional payment;
 - d. On or about August 18, 2016, during the course of its investigation of the patron dispute, the Commission discovered that the reels installed in the machine at the time of the incident were incorrect;
 - e. On or about August 18, 2016, Spencer met with Commission staff and stated that the malfunction could not be duplicated during troubleshooting, and that he considered the incident a “hardware malfunction.” During the entirety of this meeting, Spencer misrepresented the cause of the incident and/or failed to disclose that the machine actually contained the incorrect reels at the time of the incident and/or that he had changed the machine’s reel strips, as described in paragraph 1(b);

- f. On or about August 24, 2016, Spencer again met with Commission staff regarding the machine and described the incident to be the result of a “hardware malfunction.” During the entirety of this meeting, Spencer misrepresented the cause of the incident and/or failed to disclose that the machine actually contained the incorrect reels at the time of the incident and/or that he had changed the machine’s reel strips, as described in paragraph 1(b); and
 - g. Since receiving the Notice on September 14, 2016, Spencer has separated with, and is no longer employed by, Hollywood or any of its affiliates.
2. Pursuant to this Agreement, Spencer’s Casino Gaming Employee License and Key Employee License are **SURRENDERED**. Accordingly, the Commission makes no specific finding on Spencer’s suitability for licensure as it relates to his Casino Gaming Employee License and/or Key Employee License and the Notice is withdrawn.
3. Spencer will not apply for 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 Spencer waives any right, under R.C. Chapters 119 and 3772, to a hearing and appeal to challenge such a denial.
4. Spencer 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 Spencer 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. Spencer 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. Chapter 3772.01, that is located outside of Ohio and that does not directly affect casino gaming in this state.
6. Nothing in this Agreement prohibits the Commission from providing a copy of the Notice or this Agreement to any individual, upon their request or inquiry regarding the status of Spencer’s Casino Gaming Employee License or Key Employee 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 Spencer'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 Spencer's unsuitability for any license issued under R.C. Chapter 3772.
9. Except as set forth in in Paragraph 7 of this Agreement, nothing precludes the Commission from investigating Spencer 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 Spencer 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:



Sean Spencer

12-19-16

Date



Counsel for Sean Spencer

Dec. 19, 2016

Date



Ohio Casino Control Commission
By: Jo Ann Davidson, Chair

Dec. 21, 2016

Date