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**STATE OF WASHINGTON
GAMBLING COMMISSION**

In the Matter of:

NO. CR 2017-00923
Docket No. 02-2018-GMB-00037

THE 40/70, INC. D/B/A
THE HIDEAWAY

SETTLEMENT AGREEMENT

License Nos. 65-07236
05-20716

Licensee.

The Washington State Gambling Commission (Gambling Commission) through David Trujillo, Director, and Licensee The 40/70, Inc. d/b/a The Hideaway, enter into this stipulation and settlement agreement for Case Number 2017-00923.

I. INTRODUCTION

1. The Washington State Gambling Commission (Commission) issued Licensee The 40/70, Inc. d/b/a The Hideaway, gambling licenses, License Nos. 65-07236, authorizing House Banked Card Room Activity, and 05-20716, authorizing Punchboards/Pull-Tabs in the State of Washington. These licenses expire on June 30, 2018.

2. On November 20, 2017, the Commission issued administrative charges against the Licensee in the above-reference case number.

3. The Commission alleges that the Licensee failed to maintain and account for player supported jackpot funds, in violation of RCW 9.46.153(1), WAC 230-15-400(4), (5), (6), and (7), WAC 230-03-085(1), (3) and (8)(a), and RCW 9.46.075 (1).

1 7. The Licensee agrees to pay to the Gambling Commission \$6,111 for investigative
2 costs to be paid as follows:

3 a. \$3,111 to be received by the Commission by May 10, 2018;

4 b. \$3,000 to be received by the Commission by June 7, 2018.

5 8. The Licensee shall deliver a signed copy of this agreement by May 10, 2018 by
6 one of the following methods:

7 Mail:

8 Washington State Gambling Commission
9 P.O. Box 42400
10 Olympia, WA 98504

11 or

12 In-person delivery:

13 Washington State Gambling Commission
14 4565 7th Avenue S.E.
15 Lacey, WA 98503

16 9. In the event that the Licensee does not make full and timely payment of the
17 investigative costs as required in Section II, Paragraph 7, Licensee agrees and understands that
18 such shall be considered a breach of this agreement, and the Director may issue administrative
19 charges on its gambling licenses and any subsequently acquired gambling licenses.

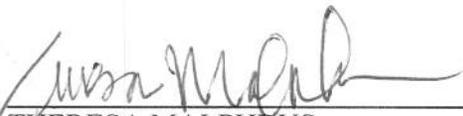
20 10. The parties agree that the Director of the Washington State Gambling
21 Commission, pursuant to this Settlement, has sole discretion to determine whether the Licensee
22 has violated any term of this Settlement.

23 11. In the event the Director determines a violation of this settlement agreement has
24 occurred, the parties agree that the Director may suspend or revoke the license(s) issued to THE
25 40/70, INC., INC. d/b/a THE HIDEAWAY, by mailing or delivering a notice of the revocation
26 or suspension to Licensee.

 12. This Agreement constitutes the final written expression of all the terms of this
Agreement and is a complete and exclusive statement of these terms.

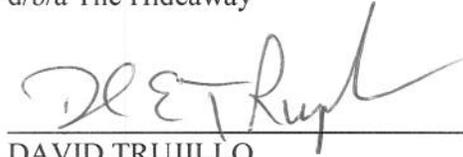
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13. The undersigned parties declare that the terms of this Agreement are completely read, wholly understood, and voluntarily accepted for the purpose of making a full and final compromise and settlement of any and all violations arising from cases CR 2017-00923.



THERESA MALPHRUS
Owner
The 40/70, LLC
d/b/a The Hideaway

5-9-18
DATE



DAVID TRUJILLO
Director
Washington State Gambling Commission

5-14-2018
DATE