

Comments should be directed to Marvin N. Price, Jr., Chief, Chicago Field Office, Antitrust Division, U.S. Department of Justice, 209 S. LaSalle Street, Suite 600, Chicago, IL 60604, (telephone: (312) 353-7530).

Constance K. Robinson,
Director of Operations.

Stipulation

It is stipulated by and between the undersigned parties, by their respective attorneys, as follows:

1. A Final Judgment in the form attached hereto may be filed and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16, and without further notice to any party or other proceedings, provided that plaintiff has not withdrawn its consent, which it may do at any time before entry of the proposed Final Judgment by serving notice thereof on defendant and by filing that notice with the Court.

2. Defendant shall abide by and comply with the provisions of the proposed Final Judgment pending entry of the Final Judgment by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment, and shall, from the date of the signing of this Stipulation, comply with all the terms and provisions of the proposed Final Judgment as though the same were in full force and effect as an order of the Court.

3. This Stipulation shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

4. For purposes of this Stipulation and the accompanying Final Judgment only, defendant stipulates that: (i) The Complaint states a claim upon which relief may be granted under Section 1 of the Sherman Act; (ii) the Court has jurisdiction over the subject matter of this action and over each of the parties hereto; and (iii) venue of this action is proper in this Court.

5. In the event plaintiff withdraws its consent, as provided in paragraph (1) above, or in the event that the Court declines to enter the proposed Final Judgment pursuant to this Stipulation, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released

from all further obligations under this Stipulation, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

6. Defendant represents that the undertakings ordered in the proposed Final Judgment can and will be satisfied, and that defendant will not later raise claims of hardship or difficulty as grounds for asking the Court to modify any of the undertakings contained therein.

Dated: June 13, 2003.

For Plaintiff United States of America

R. Hewitt Pate,
Acting Assistant Attorney General.

Deborah P. Majoras,
Deputy Assistant Attorney General.

Constance K. Robinson,
Director of Operations.

Marvin N. Price, Jr.,
Chief, Chicago Field Office.

Frank J. Vondrak,
Assistant Chief, Chicago Field Office.

Rosemary Simota Thompson,
Attorney, Chicago Field Office, IL Bar #6204990.

Attorneys, Department of Justice, Antitrust Division, 209 S. LaSalle Street, Suite 600, Chicago, Illinois 60604. Telephone: (312) 353-7530. Facsimile: (312) 353-1046.

For Defendant NCPG, Inc.

Sanford M. Saunders, Jr., Greenberg Traurig, LP,

800 Connecticut Avenue, NW., Suite 500, Washington, DC 20006. Telephone: (202) 331-3130. Facsimile: (202) 261-0150.

Final Judgment

Plaintiff, United States of America, filed its Complaint on June 13, 2003. Plaintiff and defendant, National Council on Problem Gambling, Inc. ("NCPG"), by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law. This Final Judgment shall not constitute any evidence against or an admission by any party with respect to any issue of fact or law herein.

Therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties, it is hereby

Ordered, adjudged, and decreed, as follows:

I. Jurisdiction

This Court has jurisdiction of the subject matter of this action and of each of the parties consenting hereto. The Complaint states a claim upon which relief may be granted against the defendant under Section 1 of the Sherman Act, 15 U.S.C. 1. Venue is

proper in the District Court for the District of Columbia.

II. Definitions

As used in this Final Judgment:

A. "Agreement" means any contract, arrangement, or understanding, formal or informal, oral or written, between two or more persons, at least one of which is the NCPG or a member of the NCPG.

B. "And" means and/or.

C. "Any" means one or more. The term is mutually interchangeable with "all" and each term encompasses the other.

D. "Certification" means NCPG's formal approval or endorsement of training programs for problem or compulsive gambling counselors.

E. "Communication" means any disclosure, transfer, or exchange of information or opinion, however made.

F. "Customer" means any person, whether governmental or private, including casinos, Indian tribes and other entities, who sponsors, funds, arranges, purchases, solicits, or facilitates the procurement of any problem gambling services.

G. "Including" means including, but not limited to.

H. "Member" means any person who is an organizational, individual, affiliate or any other type of member of the NCPG.

I. "NCPG" or "defendant" means the National Council on Problem Gambling, Inc.; any parent, predecessor, or successor of that organization; any joint venture to which such organization is or was a party; and each officer, director, employee, attorney, agent, representative, consultant, or other person acting on behalf of any of them.

J. "Person" means any natural person, corporation, company, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission, office, or other business or legal entity, whether private or governmental.

K. "Problem gambling services" means all services relating to the treatment or prevention of problem or compulsive gambling, including dissemination of information regarding problem gambling, telephonic hot-line or help-line services, training of problem gambling counselors, certification of various problem gambling training programs, and provision of any product or service aimed at assisting problem gamblers.

L. "Problem gambling services provider" ("PGSP") means any person involved in the provision of problem gambling services, including the NCPG and any NCPG member.