

ORDER 2015-97
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
d/b/a HOLLYWOOD CASINO LAWRENCEBURG
15-HW-02

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES

the proposed terms of the Settlement Agreement.

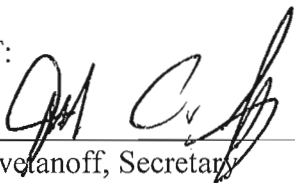
IT IS SO ORDERED THIS 18th DAY OF JUNE, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
INDIANA GAMING COMPANY, LLC) **15-HW-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Indiana Gaming Company, LLC. (“Hollywood”) (collectively, the “Parties”), desire to settle this matter prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

1. 68 IAC 15-1-2(1) and (6) state the purpose of the accounting records and procedures is to ensure that the assets of the casino licensee are safeguarded and only authorized personnel have access to assets. According to Hollywood Internal Control IV-B-4 (D)(1)(a) a cashier’s duties and responsibilities is to safeguard assets.
2. IAC 2-3-9(d) states occupational licensees must notify the commission that a riverboat licensee, a supplier licensee, or an occupational licensee has violated the Act or this title as soon as the occupational licensee becomes aware of the violation. If an occupational licensee fails to notify the commission of a violation of the Act or this title by a riverboat licensee, a supplier licensee, or an occupational licensee, the commission may initiate a disciplinary action.
3. On February 11, 2015, a Gaming Agent, while testing the surveillance system, noted the surveillance department clipped a video. The Agent reviewed the video and found that on February 8, 2015 a Cage Cashier was working at a cashier’s counter between a cage window and the employee only window. The Cashier was placing \$100 bills through the currency counter. When the Cashier placed the last set of \$100 bills in the currency counter, she walked away from the area. The bills were left in the currency counter for approximately 90 minutes before another Cage Cashier noticed the money. The currency counter was close enough to the employee window that the money was accessible from outside the cage. The Agent spoke to the Compliance Manager and the Cage and Credit Manager, both stated that they felt since the money was in the cage it was secured. They also did not feel it was a violation, so did not contact the Gaming Agents. The currency counter was moved to a center island inside the main cage. The Agent asked the Compliance Manager if she or the Cage and Credit Manager had reviewed the video

coverage and was informed that they had not seen the coverage; however they did eventually review the video coverage. No disciplinary action was taken.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Hollywood by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Hollywood's approved internal control procedures. The Commission and Hollywood hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Hollywood. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

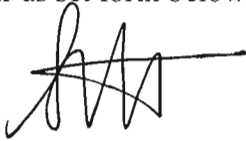
Hollywood shall pay to the Commission a total of \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Hollywood agrees to promptly remit payment in the amount of \$5,000 and shall waive all rights to further administrative or judicial review.

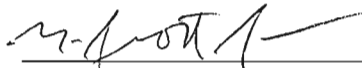
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Hollywood.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



G. Scott Saunders, General Manager
Indiana Gaming Company, LLC

6/9/15

Date

5/29/15

Date