

ORDER 2015-153
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
dba HOLLYWOOD CASINO LAWRENCEBURG
15-HW-03

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

APPROVES

the proposed terms of the Settlement Agreement.

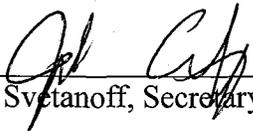
IT IS SO ORDERED THIS 17th DAY OF SEPTEMBER, 2015.

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-03**
)

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 15-6-1(c)(4) states the definition of "Tax-free pass" means a pass that is issued to persons listed in IC 4-33-12-3 that allows the individual to board the riverboat without paying an admission charge. The riverboat licensee does not have to remit the admission tax for persons who receive a tax-free pass. Persons on board the riverboat with a tax-free pass shall not participate in a gambling game.
2. 68 IAC 15-6-2(a)(9)(B) states other employees of the riverboat licensee or operating agent who are boarding the riverboat in the performance of official duties are entitled to a tax-free pass and do not have to pass through the patron counting system when boarding the riverboat.
3. 68 IAC 15-6-2(a)(10) states all persons boarding the riverboat on a tax-free pass shall have an appropriate badge.
4. On May 12, 2015, a Gaming Agent was notified by a Security Supervisor that four males claiming to be Penn National Corporate Executives had been permitted to walk through the employee entrance at the turnstiles. While en route to the turnstile area, the two Gaming Agents met with the four men. One Agent asked the men if they had gaming badges and none of the men held a gaming badge. The men provided business cards to the Agents. Two of the men were from Penn Corporate and two were Vendors. One of the men from Penn Corporate stated he was unaware of the procedures at Hollywood and just saw the sign stating that employees needed to enter to the left. The Agents reviewed surveillance coverage and verified that the two Security Officers at the turnstile allowed the men to enter the casino via the employee entrance and none of the men were wearing gaming or visitor badges. The two Security Officers at the turnstiles were disciplined.

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.

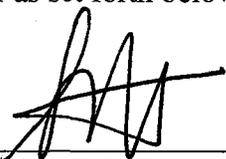
Hollywood shall pay to the Commission a total of \$2,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the 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 \$2,000 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.

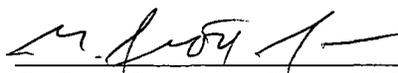
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sarah Gonso Tait, Executive Director
Indiana Gaming Commission

9/9/15

Date



G. Scott Saunders, General Manager
Indiana Gaming Company, L.P.

8/31/15

Date

RECEIVED

SEP 04 2015