

**ORDER 2014-176
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
DBA HOLLYWOOD CASINO
14-HW-02**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS 18th DAY OF SEPTEMBER, 2014.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Cris Johnston, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, LLC)	14-HW-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton 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

COUNT I

1. 68 IAC 2-6-6(c)(5)(B) states the casino licensee shall perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
2. On April 29, 2014 a Gaming Agent cross referenced the change request paperwork to the casino’s list of games that still needed work done before being completed in the Electronic Gaming Device System. The Agent discovered two slot machines were not listed as being coin tested and approved by a Gaming Agent. Notes from a Slot Technician, on the casino’s list, indicated the machines had been put into service. Both machines had been coin tested and failed the test. The first machine was tested on April 2, 2014 and failed the coin test due to an incorrect location, so the Gaming Agent did not approve for the machine to be put into service. The location error was corrected, but the machine was not coin tested again and therefore not approved to be placed into service by a Gaming Agent. The game was in service for twenty seven days before it was discovered by a Gaming Agent. The other machine was tested on April 25, 2014 and even though the machine failed the test it was placed into service approximately six hours later. This machine was in service for four days before being discovered. An Agent coin tested both machines and they were returned to service after passing the test.

COUNT II

3. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee:
 - (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason.
The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
4. On July 3, 2014 a Gaming Agent received a Separation from Service or Suspension form in the IGC land office. The employee had been terminated on June 8, 2014.

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 \$7,500 (\$5,500 for Count I and \$2,000 for Count II) 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 \$7,500 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.



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

9.16.14
Date



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

9/9/14
Date