

ORDER 2015-59
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
d/b/a HOLLYWOOD CASINO LAWRENCEBURG
15-HW-01

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 19th DAY OF MARCH, 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-01**
)

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. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
2. On December 7, 2014, a Gaming Agent was contacted by Security Dispatch regarding three patrons suspected of attempting to enter the casino with false identifications. One of the patrons was found to be underage and had been allowed to enter the casino on three separate occasions. The picture on the identification the minor presented did not look like the minor.

COUNT II

3. 68 IAC 14-3-2 (b) states that all playing cards must meet the following specifications:
(1) all decks of cards must be a complete standard deck of fifty-two cards in four suits. The four suits shall be hearts, diamonds, clubs and spades. Each suit shall consist of numerical cards from: (A) two to ten; (B) a jack; (C) a queen; (D) a king; and (E) an ace.
4. 68 IAC 10-10-7(f) states after each stack of cards is dealt, the dealer must reshuffle the cards so that they are randomly intermixed. A reshuffle of cards must take place after the cutting card is reached.

5. On November 2, 2014, a Gaming Agent was notified by Security that at an EZ Bac table an eight deck shoe of cards was played with fourteen (14) cards missing. The Agent reviewed the video coverage and found the Dealer removed the purple backed cards from the side of the shuffle machine where cards are placed to be shuffled, leaving fourteen (14) cards on that side of the machine. The Dealer then placed the eight decks of brown backed cards on top of the fourteen (14) purple backed cards and pressed the button to start the shuffle of the cards. The purple backed cards minus the fourteen (14) cards, still in the shuffler, were dealt. Given that these cards were removed from the "to be shuffled" area of the machine, the cards were put into play without being shuffled. A Floor Supervisor witnessed this transaction of the cards. The red light on the shuffle machine lit up during the play of the purple backed cards, indicating that there was an error in the count of the brown backed cards in the shuffler. The Dealer removed the brown backed cards from the shuffler, placed the cards in the shoe and proceeded to deal. When the Dealer pulled the purple backed cards from the shoe, she realized there was a problem.

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 \$11,500 (\$9,000 for Count I and \$2,500 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 \$11,500 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

3.9.15

Date



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

2/20/15

Date