

**ORDER 2016-243
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
16-HW-04**

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 THE 17th DAY OF NOVEMBER, 2016.

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)	16-HW-04
)	

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 15-6-2(a)(9)(E) states Vendors who have completed the appropriate vendor log in accordance with section 4 of this rule are entitled to a tax-free pass and do not have to pass through the patron counting system when boarding the riverboat.
2. 68 IAC 15-6-4(a) states the casino licensee's security department shall maintain a vendor and visitor log on forms prescribed or approved by the commission.
 - (e) The vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
3. Hollywood Internal Control VI-R-1(6)(B) states vendors badge must be issued by the security department before any vendor, maintenance, repair, or similar worker is allowed to enter the casino. The vendor’s badge must be displayed by the holder of the badge at all times while on Hollywood property. No holder of a vendor’s badge may participate in any gambling activity in the casino. The vendor’s badges will be controlled by the security supervisor who will maintain a log of all issued badges including the name of the vendor, the company or organization that the vendor represents, date, time of issuance, purpose for visit, and the time of return of the badge.

4. On August 22, 2016, a Gaming Agent was notified by Security of a vendor who had entered through the patron turnstiles. The Agent viewed surveillance video and found the vendor approached the patron turnstiles holding a box. The Security Officer stopped the vendor, spoke to him, looked inside the box and then allowed the vendor to walk through the turnstiles. The vendor walked through the casino to the back of the house to a bar area. He exchanged the tap and then exited the back of the house to the bar on the casino floor. The vendor exchanged the tap in that bar, spoke to a bartender and when the vendor was leaving he was met by a Security Manager. The vendor and Security Manager spoke briefly and then the vendor proceeded toward the turnstiles and exited the casino. The Agent spoke to the Security Manager and was informed that the vendor told the Security Officer he was there to replace taps in the casino. The Security Officer was 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.

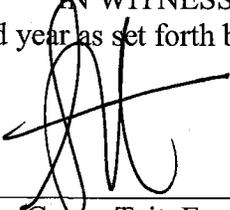
Hollywood shall pay to the Commission a total of \$2,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the 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 \$2,500 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.

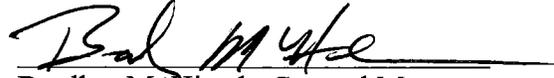
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/9/16

Date



Bradley M. Hirsch, General Manager
Indiana Gaming Company, L.P.

11/2/16

Date