

ORDER 2019-165

IN RE SETTLEMENT AGREEMENT

**INDIANA GAMING COMPANY, LLC d/b/a HOLLYWOOD CASINO
LAWRENCEBURG
19-HW-03**

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

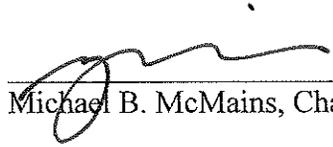
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

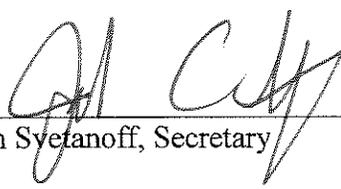
IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Syetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, LLC)	19-HW-03
d/b/a HOLLYWOOD CASINO)	
LAWRENCEBURG)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Indiana Gaming Company, LLC d/b/a Hollywood Casino Lawrenceburg (“Hollywood”) (collectively, the “Parties”), desire to enter into this settlement agreement (“Agreement”) 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 if a casino licensee converts an electronic gaming device, the casino licensee must 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 18, 2019, a Gaming Agent was performing coin tests on slot machines to close out a slot machine project when it was discovered that a slot machine was in service without a coin test. A review of surveillance coverage determined that the slot machine was placed back into service on April 15, 2019.
3. On June 20, 2019, a Slot Assistant Performance Manager notified a Gaming Agent that a slot machine had been placed into service without a coin test. The machine was only in service for less than an hour but a patron was able to play the machine during this time.

COUNT II

4. 68 IAC 15-12-3(a) states live gaming device fills shall proceed in the following manner:
 - (10) If the amounts in subdivision (4) do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.
 - (b) The casino cashier or appropriate department shall use copies of the completed live gaming device fill slip to balance the cage. All completed live gaming device fill slips shall be used to complete the soft count.

(c) If a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.

5. On May 9, 2019, surveillance notified Gaming Agents of an error with a table fill. A review of surveillance coverage confirmed that the incorrect table fill was delivered to the table game. The Floor Assistant Shift Manager and Dealer identified the incorrect table fill but failed to properly void the fill.

COUNT III

6. IC 4-33-9-12(a) states 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.
7. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
8. On May 4, 2019, surveillance notified a Gaming Agent that a vendor under the age of 21 was on the casino floor. The vendor was working in the ballroom in the lower level of the casino. The vendor entered the casino through the turnstiles but Security failed to notice that the vendor was wearing an underage badge. The vendor was not identified as underage until she exited the property and retrieved her identification from Security.

COUNT IV

14. 68 IAC 15-1-2(1) states the purpose of the accounting records and procedures is to ensure the assets of the casino license or casino license applicant are safeguarded.
15. On April 1, 2019, surveillance notified a Gaming Agent that a review had been requested regarding unsecured funds being left in a bill counter in the cage. A review of surveillance coverage determined that a Cage Cashier was running a new strap of \$100 bills through the bill counter. The Cage Cashier left the area, leaving the bills in the counter. Approximately two (2) hours later, a Cage Supervisor approached the window and noticed the bills in the counter from the Cage window. There was a total of \$5,000 unsecured.

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.

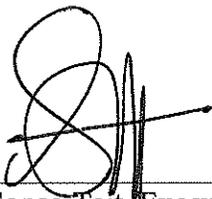
Hollywood shall pay to the Commission a total of \$9,000 (\$3,000 for Count I, \$1,000 for Count II, \$1,500 for Count III and \$3,500 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hollywood agrees to promptly remit payment in the amount of \$9,000 and shall waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Hollywood.

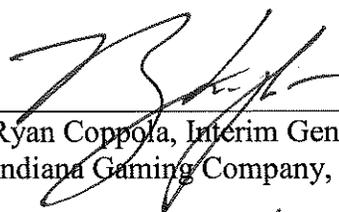
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

8/20/19

Date



Ryan Coppola, Interim General Manager
Indiana Gaming Company, LLC.

8/21/19

Date