

**ORDER 2023-138  
IN RE SETTLEMENT AGREEMENT  
INDIANA GAMING COMPANY, LLC  
d/b/a HOLLYWOOD CASINO LAWRENCEBURG  
23-HW-03**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF SEPTEMBER, 2023.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Milton O. Thompson, Chair

ATTEST:

  
\_\_\_\_\_  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>INDIANA GAMING COMPANY, LLC</b>	)	<b>23-HW-03</b>
<b>d/b/a HOLLYWOOD CASINO</b>	)	
<b>LAWRENCEBURG</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small 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)(3)(A) provides if a casino licensee converts an electronic gaming device ("EGD"), an enforcement agent must perform a digital signature verification on the control program media to ensure that the control program media being installed match those on the request for conversion.
2. Hollywood's approved internal control procedures, Part III Sec E, describe the procedures for characteristics, locations and movements of EGDs.
3. On June 16, 2023, a Gaming Agent observing the casino floor noticed that EGDs on a recent change request had been placed into service prior to a Gaming Agent performing the digital signature verification. The Gaming Agents required the EGDs to be placed out of service immediately. A review of the change request and of the EGDs on the casino floor determined that eleven (11) EGDs were placed into service without a digital signature verification.

**COUNT II**

4. 68 IAC 12-1-5(f)(6) provides electronic gaming device surveillance must be capable of providing coverage of progressive games, including dedicated coverage of the following: (A) An electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000). (B) The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.
5. On June 14, 2023, Surveillance notified Gaming Agents that four (4) electronic gaming devices ("EGD") did not have dedicated camera coverage on the progressive. The Slot

Manager was working on a conversion of the EGDs and discovered the lack of coverage while reviewing the EGD options. It was determined that these EGDs were converted on February 20, 2023.

6. On February 20, 2023, the top award was \$31,068 and on June 12, 2023, the top award was \$124,000.

### 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, IC 4-38, 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 \$15,000 (\$10,000 for Count I and \$5,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings 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 \$15,000 and 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 may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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.

  
\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

8/28/2023  
Date

  
\_\_\_\_\_  
Mike Galle, General Manager  
Indiana Gaming Company, LLC

8-24-2023  
Date