

**ORDER 2014-228
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
dba HOLLYWOOD CASINO LAWRENCEBURG
14-HW-03**

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

APPROVES DISAPPROVES

the proposed terms of the Settlement Agreement.

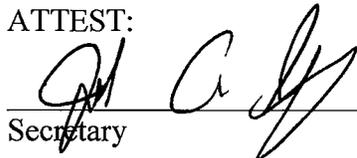
IT IS SO ORDERED THIS 20th DAY OF NOVEMBER, 2014.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, LLC)	14-HW-03
)	

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

1. 68 IAC 17-1-1(f) states EPROMs shall be transported separately from the shipment of electronic gaming devices. If an electronic gaming device:
 - (1) is not being used by a casino licensee; and
 - (2) is being stored outside the casino;the EPROM shall be stored separately in a locked safe or the equivalent.
2. On March 10, 2014 the casino was granted one final extension to store slot machines, containing software, in the Old Poker Room Area, by the Executive Director. The casino was instructed to ensure that the doors to the area were alarmed as added security, as the casino had left the area unsecured on several occasions prior to the date of the letter.
3. On August 7, 2014 a Gaming Agent was contacted by the Assistant Slot Tech Manager who reported that the outer door to the Old Poker Room Storage area was found open. At the time, the Old Poker Room Storage area was used to temporarily store slot machines. The Agent reviewed surveillance coverage and found the door remained opened for approximately ten minutes after a Slot Technician left the area. The alarm flashed on the monitor in the surveillance room, but surveillance did not notify the slot department that the door was open. The Slot Technician received coaching and a note to his file.

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 settlement of \$5,000 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 \$5,000 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

11.13.14

Date



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

11/6/14

Date