

ORDER 2015-198
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
d/b/a HOLLYWOOD CASINO LAWRENCEBURG
15-HW-04

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

APPROVES

the proposed terms of the Settlement Agreement.

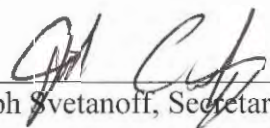
IT IS SO ORDERED THIS 12th DAY OF NOVEMBER, 2015.

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-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 15-1-2 states the purpose of the accounting records and procedures is to ensure the following:
 - (1) The assets of the casino licensee or casino license applicant are safeguarded.
 - (6) That only authorized personnel have access to assets.
2. According to Hollywood Internal Control IV-E-3(5)(a) the assets which the cashiers are responsible for are maintained on an impress basis and protected from unauthorized access.
3. Pursuant to 68 IAC 15-1-6(a) Casino licensees and casino license applicants must conduct its operations in accordance with IC 4-33, IC 4-35, this article, and policies and procedures for accounting records that have been approved, in writing, by the executive director.
 - (b) Failure to comply with this article may result in the initiation of a disciplinary action under 68 IAC 13.
4. On June 22, 2015, a Gaming Agent was contacted by a Cage Assistant Shift Manager to inform the Agent of an unsecure main bank in the High Limit Cage. The main bank drawer was found unlocked at 1030 hours by a Cage Cashier. The Agent reviewed the video coverage and found that a Cage Cashier failed to lock the main bank drawer before leaving the High Limit Cage at 0630 hours. The drawer was counted and there was no variance.
5. On July 20, 2015 a Gaming Agent reviewed surveillance coverage from July 18, 2015 and saw an incident which involved a Cage Shift Manager. The Agent had worked that

evening and did not remember it being reported to the Gaming Agents so the Agent investigated the incident further. The surveillance coverage showed the Cage Shift Manager working out of a cashier's drawer in the main bank on the employee side. At approximately 1845 hours the Manager left the drawer unlocked and moved to another part of the cage. At approximately 1930 hours the Manager left the main bank. At approximately 1937 hours the Cage Assistant Manager noticed the drawer was unlocked and contacted surveillance and security. The Agent continued to observe the surveillance coverage and noted that the Security Officer in the Security Dispatch did not call a Gaming Agent. After speaking with the Cage Assistant Manager and the Security Officer, both thought the other had called the Gaming Agents.

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.

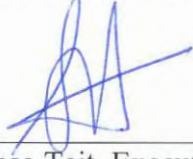
Hollywood shall pay to the Commission \$3,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission 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 \$3,000 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.

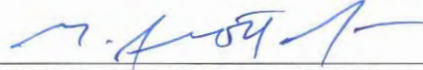
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sarah Gonso Tait, Executive Director
Indiana Gaming Commission

Date

11/10/15



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

Date

10/26/15