

**ORDER 2012-196
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, L.P.
12-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 15th DAY OF NOVEMBER, 2012.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Vice-Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
INDIANA GAMING COMPANY, L.P.) **12-HW-03**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indiana Gaming Company, L.P. (“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

COUNT I

1. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), 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.
2. 68 IAC 15-2-2(a) states cash transactions involving cash in or cash out in excess of ten thousand dollars (\$10,000) must be reported by occupational licensees. The information to be reported shall include, but is not limited to, the information that is required by 31U.S.C. 5313 and 31 CFR 103.
(b) In addition to filing copies of the cash transactions with the Internal Revenue Service and the enforcement agent in accordance with section 1(c)(2) of this rule, the riverboat licensee shall simultaneously file copies of the cash transactions with the commission office in Indianapolis, Indiana. The copies of the cash transaction reports submitted to the commission and the enforcement agent shall be accompanied by a cover letter that identifies the riverboat licensee that is submitting the copies and the time period that is covered by the copies of the cash transactions. The riverboat licensee shall also prepare and submit to the commission and the enforcement agent a summary of the cash transaction reports that are being submitted that includes the following information:
(2) The name of the patron for whom the cash transaction report was completed.
3. On May 25th, a Gaming Agent was called by a Security Manager regarding an identification issue. When the Agent arrived to the entrance of the casino he was given a Kentucky Identification Card that did not match the person who had presented the

identification. The person admitted to being underage and stated that he had been to the casino numerous times using the same identification card that he had presented. The Agent reviewed video on May 24, 2012 and found that the person was allowed access to the casino by presenting the incorrect identification. The person had also been on the casino floor on May 15, 2012 where he cashed in \$12,000 of gaming chips. When the Cage Cashier asked for identification to fill out a Cash Transaction Report ("CTR") the person gave the incorrect identification and the Cashier filled out the CTR using the incorrect information.

COUNT II

4. 68 IAC 11-4-4(a) states at any time when a live gaming device is closed, chips and tokens remaining at the live gaming device shall be counted by the appropriate level of occupational licensee assigned to the live gaming device and verified by the pit boss or the equivalent.
 - (b) A live gaming device inventory slip shall be prepared.
 - (c) The occupational licensee and the pit boss or the equivalent who observed the count of the contents of the tray shall sign the inventory slip at the time of closing the live gaming device attesting to the accuracy of the information recorded.
 - (d) The occupational licensee shall immediately deposit the closer in the drop box.
 - (e) The pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.

5. On May 25, 2012 a Gaming Agent observed a float lid that did not appear to be secured. The Agent was manually able to remove the lid exposing the chip tray. No disciplinary action was taken against the Table Games Supervisor or Dealer.

COUNT III

6. 68 IAC 2-6-1(d) states before an individual may enter an electronic gaming device for any reason, the individual must insert a card into the electronic gaming device that will record, at a minimum, the following information on the central computer system:
 - (1) The identity of the individual entering the electronic gaming device.
 - (2) The date and time that the electronic gaming device:
 - (A) is entered; and
 - (B) is exited.
 - (3) The identity of the electronic gaming device that is entered.

7. 68 IAC 2-6-1(e) states after an individual has entered an electronic gaming device for any reason, the individual must complete a log that is maintained inside the electronic gaming device. The log shall contain, at a minimum, the following information:
 - (1) The name and occupational license number of the individual entering the electronic gaming device.

- (2) The date and time that the electronic gaming device:
 - (A) is entered; and
 - (B) is exited.
 - (3) The identity of the electronic gaming device.
 - (4) The reason for the entry.
8. On May 6, 2012 a Gaming Agent was inspecting a slot move and discovered the MEAL books for all fourteen machines had not been filled out. The Agent reviewed surveillance and observed that the Table Games Shift Manager assisted a Shuffle Master Technician in the access, shutdown and movement of the machines. The MEAL books were never filled out during the entire process.
 9. On June 11, 2012 a Gaming Agent was notified by a Slot Tech that the main door of a slot machine was unsecured. The Agent reviewed surveillance footage and found that a Slot Tech had entered the machine to access the option settings. The Slot Tech spent several minutes working near the open machine and then walks away from the game without securing the door. The Slot Tech also failed to enter his employee card into the machine and did not fill out the MEAL book.
 10. On July 4, 2012 a Gaming Agent found several incomplete MEAL book entries during a slot machine move. All three were missing the reason for entry.

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 \$23,000 (\$18,500 for Count I; \$1,500 for Count II; and \$3,000 for Count III) 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 \$23,000 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

11-8-12
Date



Todd George, General Manager
Indiana Gaming Company, L.P.

10/29/12
Date