

**ORDER 2012-50
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, L.P.
12-HW-01**

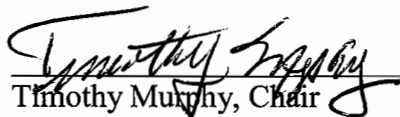
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

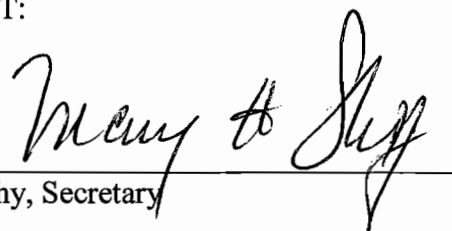
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF MARCH, 2012.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, L.P.)	12-HW-01
)	

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. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Hollywood Casino Internal Control Part III Electronic Gaming Device, Section J: Bill Validator Drop, Removal and Transportation A, 1, c the count team consists of no less than three (3) Count Room Attendants, one of the count room attendants may, when needed or necessary, card the machine, pull the full box and replace it with an empty box, while the last one picks up the hot boxes. **Before starting the drop process, a Security Officer will clear the area of guests and non-authorized employees. Once cleared and secured, Security officers will be deployed with Five (5) Security Officers; two (2) to card the machine and observe the drop in process; one (1) to guard the drop cart; one (1) of the two (2) remaining Security Officers will be responsible, or when needed, will card the machines, pull out chairs and clear the area while the other will ensure that the designated area remains clear of patrons.**
2. On December 1, 2011, a Gaming Agent was notified by the Director of Security that an employee had entered the drop area. Upon surveillance review, the Agent discovered that a Lead Slot Floorperson walked to the yellow barrier of the drop zone, looked at a Security Officer and then proceeded to walk through the drop zone. The Lead Slot Floorperson was not stopped until a Count Room Attendant told her to stop and exit the area.

3. On December 8, 2011, a Gaming Agent and a Security Shift Supervisor were on the way to observe the Bill Validator drop when they were stopped by a Count Room Supervisor who stated that he had observed a patron walk out of the drop area. Review of surveillance coverage showed that the patron had not been asked to leave the area, and was in the area when the drop began. A Security Officer who was clearing patrons from the area walked past the patron and did not inform her that she had to leave momentarily. Another Security Officer finally observed the patron and asked her to leave.

COUNT II

4. 68 IAC 1-3-4(a) states the riverboat licensee's security department shall maintain a soft count room log that will record ingress to and egress from the soft count room at all times.
 - (b) Every individual who enters and exits the soft count room shall complete the soft count log.
 - (c) The soft count room log shall be maintained in the soft count room and shall contain the following information for each entry into and exit from the soft count room:
 - (1) The name, title, and signature of the individual entering the soft count room.
 - (2) The:
 - (A) date; and
 - (B) time; of ingress to and egress from the soft count room.
 - (3) The reason for entry to the soft count room.
5. On January 5, 2012, a Gaming Agent was notified by Security Dispatch regarding suspicious entries on the Keying Room Entry Log. Review of the log and surveillance coverage indicated that a Count Room licensee had entered the exit times for himself and three other Count Room employees and that the time was incorrect. The Agent performed an audit of the December Keying Room Entry Log and discovered numerous errors. The errors range from incorrect times, licensees signing each other out of the Keying Room, missing date entries and forgetting to sign in or out of the Keying Room. On January 12, 2012, the Agent audited the logs from October and November and found similar errors. The errors were made by 23 different employees.

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 \$8,000 (\$5,000 for Count I and \$3,000 for Count II) 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 \$8,000 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

3.5.12
Date



Joseph Hasson, General Manager
Indiana Gaming Company, L.P.

2/22/12
Date