

**ORDER 2023-184
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
d/b/a HOLLYWOOD CASINO
LAWRENCEBURG
23-HW-04**

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 11th DAY OF DECEMBER, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, LLC)	23-HW-04
d/b/a HOLLYWOOD CASINO)	
LAWRENCEBURG)	

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 12-1-5(f)(6) provides electronic gaming device (“EGD”) surveillance must be capable of providing coverage of progressive games, including dedicated coverage of the following: (A) An EGD or group of EGD’s 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 EGD or a bank of EGD’s.
2. On July 18, 2023, Surveillance notified Gaming Agents that there was a failure of required camera coverage when an EGD did not have dedicated camera coverage for approximately six (6) months. The Slot Manager reported that during an EGD move in the high limit area, an EGD lost its top award camera coverage. The EGD was listed as stand-alone progressive with a possible payout of up to \$50,000. The EGD was placed in the new location without appropriate camera coverage on December 21, 2022. The Slot Manager provided that the slot system did not show a history of any jackpots over the \$50,000.00 during this time.

COUNT II

3. 68 IAC 11-7-1(b) provides for the purposes of this rule, “sensitive keys” means keys that either management or the commission considers sensitive to the casino licensee’s operation and therefore require strict control over custody and issuance.
4. 68 IAC 11-7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.

5. 68 IAC 11-7-4 provides when a sensitive key is determined to have been lost, missing, or taken from the premises, the casino licensee shall perform an immediate investigation. The investigation will be documented on an incident record. A copy of the incident report shall be given to the enforcement agent immediately. The record shall be kept in accordance with section 5 of this rule.
6. 68 IAC 1-5-1(1) provides a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of a violation or apparent violation of a rule of the commission by any of the following: (A) The casino or supplier licensee.
7. Hollywood's approved internal control procedures, Part I, Administration, Section I, describes Key Controls.
8. On July 21, 2023, Surveillance notified Gaming Agents that a Security Officer had dropped his sensitive key set on the casino floor. The sensitive key set contained two (2) keys which allowed access to the vault/processing and keying mantrap bottom lock and to all trolley carts and the bill validator emergency drop storage.
9. A review of surveillance coverage determined the Security Officer was assisting with a transport of a kiosk drop cart to the casino floor when his keys fell onto the floor near the main cage. A patron subsequently picked up the keys and turned them into the main cage. The Cage Banker turned the keys over to a Security Assistant Manager, who returned the keys to the Security Officer.
10. On September 13, 2023, the Director of Security notified Gaming Agents of a sensitive key violation.
11. On August 23, 2023, an Internal Audit Manager and Security Supervisor conducted a bi-annual audit of the KeyWatcher® system to ensure all keys were present and inspected for damage. The results of the audit discovered that a key set was missing one (1) key, a Sportsbook Toke Box key. The Security Supervisor observing the audit failed to immediately notify Gaming Agents of the missing key. This key is not listed in the key controls section of the internal controls, however, the access sheet next to the KeyWatcher identified that the key was sensitive and required a Sportsbook Representative or above, level 2 or higher.

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 \$7,500 (\$6,000 for Count I and \$1,500 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.

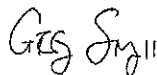
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hollywood agrees to promptly remit payment in the amount of \$7,500 and waive all rights to further administrative 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

11/27/23

Date



Mike Galle, General Manager
Indiana Gaming Company, LLC

11-19-2023

Date