

**ORDER 2013-057  
IN RE SETTLEMENT AGREEMENT  
INDIANA GAMING COMPANY, L.P.  
13-HW-01**

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 21st DAY OF MARCH, 2013.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**INDIANA GAMING COMPANY, L.P.** ) **13-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**

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 Internal Control Section U: (MIMO): Money-In Money-Out, A-7-D(a) when adding currency to MIMO cassette(s) surveillance will be contacted prior to escorting funds to the MIMO machine. Prior to replenishing any currency, the Assistant Cage Shift Manager or above and the Security escort will input the required information into the MEAL book and sign.  
(b) when draining currency from the MIMO cassette an Assistant Cage Manager or above will go to the MIMO machine. Surveillance will be contacted prior to accessing the unit for full camera coverage. Prior to draining any currency, the Assistant Cage Shift Manager or above and the Security escort will input the required information into the MEAL book and sign.
2. On November 3, 2012, two Gaming Agents finished an audit of the Machine Entry Access Log (“MEAL”) books for the Money-In Money-Out (“MIMO”) machines that started on September 26, 2012. The Agents found numerous entries that violated the MIMO internal controls. The violations include using a number code as the reason for entry (the Commission is not familiar with the code); at least 48 entries where the Security Officer did not sign the book (dual entries are required, one from a Cage employee and one from a Security employee); and not signing the correct information in the designated area. They also found that some entries used the gaming day and others the calendar day.

**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 \$1,500 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 \$1,500 and shall waive all rights to further administrative or judicial review.

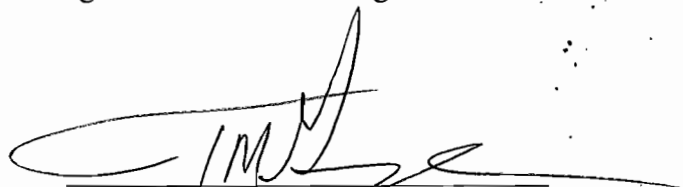
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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

3.14.13  
Date

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

2/21/13  
Date