

**ORDER 2019-103**

**IN RE SETTLEMENT AGREEMENT**

**INDIANA GAMING COMPANY, LLC d/b/a HOLLYWOOD CASINO  
LAWRENCEBURG  
19-HW-02**

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


**APPROVED**

APPROVES OR DISAPPROVES

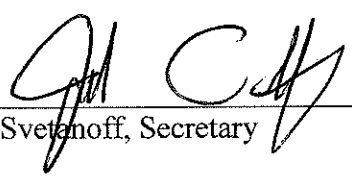
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 30<sup>th</sup> DAY OF MAY, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
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Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>INDIANA GAMING COMPANY, LLC</b>	)	<b>19-HW-02</b>
<b>d/b/a HOLLYWOOD CASINO</b>	)	
<b>LAWRENCEBURG</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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 11-1-2 provides, in relevant part, that the procedures of the internal control system are designed to ensure the assets of the casino licensee are safeguarded.
2. 68 IAC 15-4-3(6) provides that during nongaming hours chips shall be stored and locked in the casino cages, main bank vault and locked table trays at live gaming devices.
3. On February 4, 2019, a Gaming Agent was notified by Surveillance that a cart containing poker tournament chips was left in the Poker Room overnight. After reviewing the surveillance coverage, it was determined that the Dealer/Table Games Supervisor left the Poker Room without securing the cart. Approximately eleven (11) hours later, the cart was discovered by a Dual Rate Dealer/Table Games Supervisor who then contacted surveillance.

**COUNT II**

4. 68 IAC 14-3-2(a) and (b) provides that all playing cards utilized by a riverboat licensee or a riverboat license applicant must comply with this rule.
  - (b) All playing cards must meet the following specifications:
    - (1) Unless otherwise provided in this article, all decks of cards must be one (1) complete standard deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from:
      - (A) two (2) to ten (10);
      - (B) a jack;
      - (C) a queen;
      - (D) a king; and
      - (E) an ace.

5. On February 28, 2019, a Gaming Agent was notified by Surveillance that a playing card was found on the casino floor. Surveillance staff and Gaming Agents conducted a review of surveillance coverage but were unable to determine when or how the playing card fell onto the casino floor. After reviewing the surveillance coverage, it was determined that the game was opened on February 27, 2019 at 12:58hrs with the playing cards counted down by the Dealer from a pre-shuffled six (6) deck. The first hand was dealt at 13:07hrs. The missing card was identified on February 28, 2019 at 01:38hrs.

### 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.

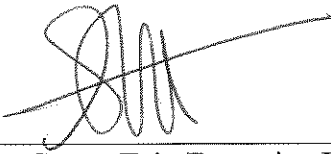
Hollywood shall pay to the Commission a total of \$3,000 (\$1,500 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged 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 \$3,000 and shall 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 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.



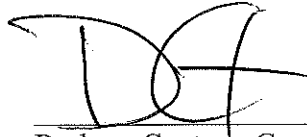
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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

5/20/19

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Date



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Rodney Centers, General Manager  
Indiana Gaming Company, LLC.

5-30-19

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Date