

**ORDER 2024-167
IN RE SETTLEMENT AGREEMENT**

**INDIANA GAMING COMPANY, LLC d/b/a HOLLYWOOD CASINO
LAWRENCEBURG
24-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 19th DAY OF DECEMBER 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, LLC)	24-HW-03
d/b/a HOLLYWOOD CASINO)	
LAWRENCEBURG)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen 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 12-1-2 provides the requirements for surveillance room specifications. This section specifically states that: a) Casino licensees must have a surveillance room. b) Surveillance rooms must be located out of the general view of patrons and non-surveillance employees. c) Surveillance room access shall be limited to: 1) surveillance employees; 2) enforcement agents; 3) commission staff; and 4) internal audit staff; except that persons with a legitimate need to enter the surveillance room, either on a routine or a case-by-case basis, may do so upon receiving approval from the executive director or the executive director's designee. In the event of an emergency, emergency response personnel may enter the surveillance room without prior approval.
2. 68 IAC 1-5-1(1) provides a casino licensee shall provide written notice to the Executive Director as soon as the casino licensee become aware of a violation or apparent violation of a rule of the commission by any of the following: (A) The casino or supplier licensee, (B) A substantial owner, key person, or employee of the casino or supplier licensee, or (C) A person acting, or authorized to act, on behalf of or in furtherance of the interests of the casino or supplier licensee or an affiliate of the licensee.
3. 68 IAC 11-1-2(1) provides that the procedures of the internal control system are designed to ensure assets of the casino licensee are safeguarded.
4. Hollywood’s approved internal control procedures, Section D, describes surveillance.
5. On May 15, 2024, Surveillance notified Gaming Agents that a Security Officer had found the Pavilion Surveillance Equipment Room door open and unsecured. A review of surveillance coverage found that a Lead Surveillance Technician left the door open when

placing a ladder in the room on May 14, 2024. A Security Supervisor noticed the door open on two (2) occasions and looked into the room. The Security Supervisor did not report the unsecured door. An Executive Administrative Assistant noticed the door open and looked into the room. She did not report the unsecured door. Another Security Supervisor noticed the door open, looked inside the room and did not report it. A Security Officer noticed the door open, reported it and closed the door. The Pavilion Surveillance Equipment Room contains servers, PSNs, hubs, encoders, and a UPS backup battery. Additionally, all land surveillance cameras are run through this room which includes the sportsbook gaming areas. The door was left unsecured for approximately thirteen (13) hours and forty-six (46) minutes.

COUNT II

7. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
8. Hollywood's approved internal controls, II-H, describes procedures for live gaming device fills.
9. On June 13, 2024, Security notified Gaming Agents that two (2) Live Gaming Device ("LGD") fill errors had occurred. A review of surveillance coverage found that two (2) LGD fills were requested in the amount of \$3,090 and \$6,290 and delivered to the wrong LGD's. The \$3,090 LGD fill was accepted and signed for at the wrong table by a Floor Assistant Manager and a Dealer. The \$6,290 fill was not accepted and taken to the correct LGD. The VP of Casino Operations determined that both LGD fills would remain at the LGD, so the original fill paperwork was then voided, and new fill paperwork was generated.

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 \$4,500 (\$3,000 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

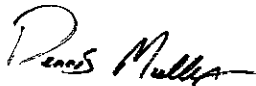
the Commission, Hollywood agrees to promptly remit payment in the amount of \$4,500 and waive all rights to further administrative or judicial review.

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.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/09/24

Date



Mike Galle, General Manager
Indiana Gaming Company, LLC

12-4-2024

Date