

**ORDER 2024-32
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, LLC
d/b/a HOLLYWOOD CASINO
LAWRENCEBURG
24-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, 2024.

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)	24-HW-01
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 11-1-2(1) provides that the procedures of the internal control system are designed to ensure the assets of the casino licensee are safeguarded.
2. Hollywood’s approved internal control procedures, Part IV, Section U, describe the cashier’s cage procedures.
3. On October 6, 2023, Surveillance notified Gaming Agents that a Slot Attendant left \$1,000 in her slot wallet inside of her unlocked locker in the employee area of the casino for approximately three (3) days and twenty-two (22) hours.
4. Gaming Agents reviewed the surveillance coverage and confirmed that on October 2, 2023, the Slot Attendant placed her slot wallet in her locker. The locker was not secured. On October 6, 2023, the Slot Attendant retrieved the wallet and informed her supervisor. All funds were found to be accounted for.
5. On October 11, 2023, Gaming Agents spoke with the Revenue Audit Manager to determine why the missing wallet was not identified sooner. The Revenue Audit Manager provided there is a daily reconciliation of the dispensed and deposited cash from the money-in money-out machine (“MIMO”), the machine where Slot Attendants retrieve money daily for their slot wallets. Slots Attendants shall return the funds from their wallet at the end of their shift to the MIMO. Because the gaming day encompasses two (2) dates, there can be an overlap of shifts and money may be returned to the Cage so missing funds are not immediately flagged as a variance because they can be accounted for when the casino does the cage audit.

6. On October 2, 2023, a Casino Accountant observed the MIMO was short \$1,000, however, the Casino Accountant assumed it would be accounted for when they performed the Cage audit.
7. On October 3, 2023, October 4, 2023, and October 5, 2023, another Casino Accountant failed to notice the missing \$1,000. The employee returned the funds on October 6, 2023.
8. On October 11, 2023, the Revenue Audit Manager performed the weekly reconciliation of the MIMO and discovered the discrepancy. The Revenue Audit Manager advised that Casino Accountants should have noticed the \$1,000 since it did not appear on subsequent daily reconciliations. The Revenue Audit Manager was not aware of the discrepancy until she performed this audit.

COUNT II

9. 68 IAC 6-3-4(b)(3) provides that each casino licensee shall establish internal control procedures and the internal controls shall demonstrate that the casino will refuse wagers from and deny gaming privileges to any voluntarily excluded person.
10. Hollywood's approved internal control procedures, Part I-Section Q, describes the procedures of the Voluntary Exclusion Program (VEP).
11. On December 23, 2023, Surveillance advised Gaming Agents that there was a VEP at the casino entrance and wanted to request re-instatement. Gaming Agents met with the individual who advised that he was unsure what type of ban he had but had won a jackpot the night before on December 22, 2023. Security escorted him out after paying his winnings.
12. Gaming Agents verified that the individual was an active VEP and allowed the individual to complete the appropriate removal paperwork. Gaming Agents subsequently requested a Slot Assistant Shift Manager to look up the VEP to identify if he was restricted in their system. When the VEP's name was selected, a large red window appeared with his name blinking, "Excluded IN." The Slot Assistant Shift Manager provided that when a slot department employee comes across a prohibited patron, they should contact a Security Supervisor to verify exclusion status. The Security Department advised that they check three (3) databases, PennGen, Indiana VEP database and Hollywood property ban, before approaching a guest who may be excluded.
13. Gaming Agents interviewed the Security Assistant Shift Manager involved in this incident. He advised he only checked PennGen for the individual's status and advised he saw a disassociated person alert and his main property was Riverside, Ohio. The top of the screen stated "Excluded IN," however, this alert was missed. The Security Assistant Shift Manager did not research the Indiana VEP database, or the Hollywood property ban list. As a result, a VEP was allowed to redeem a jackpot of \$14,425.50.

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 \$6,000 (\$1,000 for Count I and \$5,000 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.

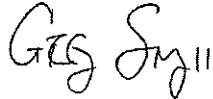
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hollywood agrees to promptly remit payment in the amount of \$6,000 and waive all rights to further administrative 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

3/11/24

Date



Mike Galle, General Manager
Indiana Gaming Company, LLC

2-19-24

Date