

**ORDER 2024-86  
IN RE SETTLEMENT AGREEMENT  
INDIANA GAMING COMPANY, LLC  
d/b/a HOLLYWOOD CASINO  
LAWRENCEBURG  
24-HW-02**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 20<sup>TH</sup> DAY OF JUNE 2024**


**THE INDIANA GAMING COMMISSION:**



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Milton O. Thompson, Chair

ATTEST:



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Marc Fine, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>INDIANA GAMING COMPANY, LLC</b>	)	<b>24-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 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 and the procedures for cash and coin recyclers and specifically state that Revenue Audit will balance the recyclers with the system generated reports daily. Employees must deposit all funds at the end of their shift.
3. On February 18, 2024, Surveillance notified Gaming Agents that unsecured funds were left in an employee locker. The Slot Floorperson found the \$1,000 unsecured in his locker when he returned to work. A review of surveillance coverage identified that the Slot Floorperson placed his slot wallet in his locker on February 15, 2024. The funds were unsecured for sixty-seven (67) hours. During this investigation, Gaming Agents spoke with the Revenue Audit Manager who provided that Revenue Audit discovered a problem during the daily audit prior to it being reported by the Slot Floorperson.
4. On February 16, 2024, a daily audit was completed by a Casino Accountant on the Glory machine, a monetary transaction machine that employees use to gain/deposit funds to their slot wallets for accountability. A notation was made by the Casino Accountant that the network was down, and the audit could not be completed. The Network remained down until the evening of February 17, 2024. On February 18, 2024, the audit was completed by a Casino Accountant. The audit showed a \$1,000 variance.

**COUNT II**

5. 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.
6. 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.
7. On February 12, 2024, Surveillance notified Gaming Agents that a Dual Rate Dealer/Table Games Supervisor left property with a set of sensitive keys. The sensitive keys were off property for approximately thirty-one (31) minutes. The following keys were on the key set: Poker Room Storage key, Poker Float Lid key, Poker Cards and Dice key, Token Compartment key, Roulette/Tournament Chip key, Shoe Compartment key, Float Lid key and Card and Dice key. The alarm did not sound when the keys left the property.

### COUNT III

8. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
9. Hollywood’s approved internal controls, Part II/Section H, describes procedures Gaming Tables and Receiving Chips.
10. On January 9, 2024, Surveillance notified Gaming Agents that a live gaming device fill was taken to and accepted at the wrong table. A review of surveillance coverage confirmed that the live gaming device was accepted at the wrong table and the chips were placed into the float by a Dealer and Floor Assistant Manager.
11. The Floor Assistant Manager identified that this was an error and completed a table inventory error form and dropped it in the drop box. Approximately thirty (30) minutes later, the correct live gaming device fill was received and accepted at the table. The Floor Assistant Manager subsequently completed a table inventory error form for the other live gaming device that did not get its fill and dropped it in the drop box. The VP of Casino Operations and Assistant Table Games Shift Manager decided to have accounting manually adjust the paperwork instead of crediting the incorrect live gaming device fill off the table.

### 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 \$5,500 (\$1,000 for Count I, \$1,500 for Count II and \$3,000 for Count III) 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.

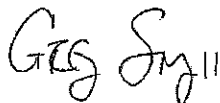
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hollywood agrees to promptly remit payment in the amount of \$5,500 and waive all rights to further administrative 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

6/5/24

\_\_\_\_\_  
Date



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Mike Galle, General Manager  
Indiana Gaming Company, LLC

6/3/2024

\_\_\_\_\_  
Date