

**ORDER 2008-107
IN RE SETTLEMENT AGREEMENT
INDIANAPOLIS DOWNS, LLC
08-IL-01**

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

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2008.

THE INDIANA GAMING COMMISSION:



William Barrett, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
INDIANAPOLIS DOWNS, LLC) **08-IL-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indianapolis Downs, LLC (“Indiana Live”), (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 6-3-4 require casinos provide a process whereby enforcement agents and security and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a facility. Casinos must refuse wagers from and deny gaming privileges to any individual who the casino knows to be a voluntarily excluded person. Indiana Live has outlined the process for notification in their internal controls. Pursuant to 68 IAC 6-3-4(e)(3) a riverboat licensee can be subject to disciplinary action for failure to follow those internal control procedures.
2. On June 13, 2008, a Gaming Agent overheard a Cage Supervisor asking for Security. The Agent walked over to the cage to find out what was needed. The Cage Supervisor responded that a VEP may be in the casino. The VEP had made two cash advances. While processing the first cash advance, the Cage Cashier received an “account restricted” message on her computer screen and thought she was having problems with her computer. A second Cashier finished the first transaction. The second cash advance was processed by the first Cage Cashier. The Agent asked for assistance from surveillance in locating the VEP. Surveillance located the VEP playing a slot machine.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Indiana Live by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code or Indiana Live’s approved internal control procedures. The Commission and Indiana Live hereby agree to a monetary settlement of

the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Indiana Live. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Indiana Live shall pay to the Commission a total of \$7,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by Indiana Live. This agreement extends only to known incidents specifically alleged in this agreement and wholly based on the facts described herein. If the Commission subsequently discovers additional facts, which are not described in this agreement, that may support an independent determination that a violation has occurred, the Commission may pursue disciplinary action for such violations even if the facts are 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, Indiana Live agrees to promptly remit payment in the amount of \$7,500 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 Indiana Live.

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

8.26.08

Date



Mark Hemmerle, General Manager
Indiana Live

8/16/08

Date