

**ORDER 2010-47
RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, L.P.
10-HW-01**

After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

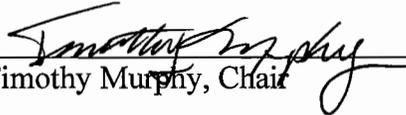
Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 4th DAY OF MARCH, 2010.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, L.P.)	10-HW-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indiana Gaming Company, L.P. (“Hollywood”) (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

COUNT I

1. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. 68 IAC 2-3-8(a) states that an occupational license must be renewed annually.
3. On October 8, 2009, a Gaming Agent received termination paperwork from the Human Resource Department for three employees. The employees were terminated on August 31, 2009; September 9, 2009 and September 13, 2009.
4. On October 22, 2009, while reviewing the Employees Ready for Renewal List, a Gaming Agent noticed that a Cocktail Server had not renewed her badge which expired on October 20, 2009. The Server renewed her badge that day.
5. On November 4, 2009, while reviewing the Employees Ready for Renewal List, a Gaming Agent noticed that a Cocktail Server had not renewed her badge which expired on November 3, 2009. The Server renewed her badge on November 7, 2009.

COUNT II

6. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
7. On November 17, 2009, a Gaming Agent was informed that an underage person was on the casino floor. The underage person's identification was checked at the turnstiles and she was allowed to enter the casino.

COUNT III

8. 68 IAC 11-7-1(b) states for the purposes of this rule, "sensitive keys" means keys that either management or the commission considers sensitive to the riverboat licensee's operation and therefore require strict control over custody and issuance.
9. 68 IAC 11-4-3 (a) states immediately before opening a live gaming device, a security officer shall: (1) obtain the key to the locked live gaming device tray lid from the main bank in accordance with 68 IAC 11-7; (2) turn the key over to the pit boss or the equivalent who is designated to access the live gaming device tray.
10. 68 IAC 11-4-3(b) states that in the presence of the appropriate level of occupational licensee assigned to the live gaming device, the pit boss or the equivalent shall unlock the transparent live gaming device tray lid.
11. On April 28, 2008, all Casino Association members, including Hollywood, were granted a waiver of 68 IAC 11-4-3(a) which allowed the Float Lid Key to be placed under the responsibility of the Table Games Department to alleviate the key from passing to multiple hands. The waiver was granted with the condition that the Pit Manager or higher be in possession of the float lid key at all times.
12. On November 14, 2009, a Gaming Agent observing a poker tournament in the Poker Room noticed the Poker Dealer/Supervisor unzip a pocket on his pullover, retrieve a set of sensitive keys and hand them to the Poker Shift Manager. The Gaming Agent contacted the Security Officer who oversees the Key Watch system to see who had access to the set of keys. The Security Officer informed the Gaming Agent that only the Poker Shift Manager had access to the set of keys. One of the keys on the key ring was a Float Lid key.

COUNT IV

13. 68 IAC 11-4-2(b) states the live gaming device inventory of chips and tokens shall be maintained in a tray, which is covered with a transparent, locking lid when the live gaming device is closed.

14. 68 IAC 14-4-6(c) states that non-value chips that are issued at a roulette table shall be used for gaming only at that table and shall not be used for gaming at any other roulette table or live gaming device on the casino.
15. 68 IAC 14-4-6(d) states that the casino shall not allow a patron to remove non-value chips permanently from the roulette table which the non-value chips were issued.
16. On October 17, 2009, a Table Games Manager reported to a Gaming Agent that 30 non-value chips belonging to table RO-2302 were found on table RO-2301. The Gaming Agent investigated and found that a patron returned to table RO-2302 and sits down before realizing the table is closed. The patron then proceeds to table RO-2301 and tries to place 15 of the chips on the table. The Dealer pushed the chips back to the patron explaining that they belong to the other table. A Senior Table Games Manager is called over and he pays the patron a dollar for each of the non-value chips. The chips were then set off to the side and remained on table RO-2301 after closing until discovered the next morning.
17. On November 4, 2009, a Gaming Agent discovered four unsecured non-value chips while inspecting the closed roulette tables. The Gaming Agent also found a non-value chip belonging to table RO-2301 on table RO-2309.

COUNT V

18. 68 IAC 2-6-18(a) states that the internal space of an electronic gaming device must not be readily accessible when the door is closed.
19. On September 17, 2009, a Gaming Agent discovered a slot machine with a cardboard box placed where the monitor should be. The Gaming Agent was informed by a Slot Technician that because the monitor was not working, the Slot Technical Manager told the Slot Technician to remove the monitor and replace it with the cardboard box. The Agent easily removed the cardboard box and was able to access the area inside the slot machine.

COUNT VI

20. 68 IAC 14-3-2(b) states that all playing cards must meet the following specifications: (1) all decks of cards must be a complete standard deck of fifty-two cards in four suits. The four suits shall be hearts, diamonds, clubs and spades. Each suit shall consist of numerical cards from: (A) two to ten; (B) a jack; (C) a queen; (D) a king; and (E) an ace.
21. From September 27, 2009 through January 2, 2010, there were eleven reports of a card missing at a table game; all of the tables were Blackjack or a variation of

Blackjack. Nine of the missing cards were due to the shuffler ejecting them and two were due to human error. All of the cards were found on the casino floor. The length of time that the cards were missing during live play ranged from five minutes to three hours. The casino was aware of the malfunctioning shufflers in early October and contacted the manufacturer to fix the problem. The casino continues to use the shufflers while the manufacturer is working to correct the problem.

22. On December 19, 2009 a red backed two of clubs was discovered on the floor near a Blackjack table. The card did not belong to the table. The casino checked all of the decks of cards on the floor and the card did not come from any of the decks. The casino then proceeded to go through all of the cancelled cards and the card did not come from any of those decks. The casino does not know where the card came from or on what day it may have been missing from a deck of cards. The casino removed all of the red back decks and replaced them with green back decks.
23. The violation of missing cards has been ongoing since April 22, 2009; the casino has received a fine for this violation at the two previous Commission meetings.

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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Hollywood shall pay to the Commission \$36,500 (\$7,000 for Count I; \$4,500 for Count II; \$2,500 for Count III; \$5,000 for Count IV; \$2,500 for Count V and \$15,000 for Count VI) 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 herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or 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, Hollywood agrees to promptly remit payment in the amount of \$36,500 and shall waive all rights to further administrative or judicial review.

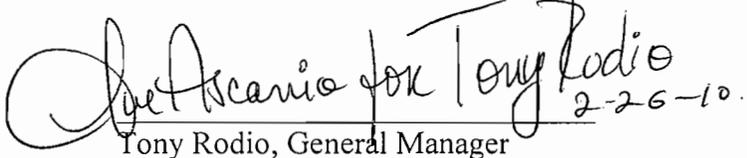
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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 Hollywood.

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

3.1.10
Date


Tony Rodio, General Manager
Indiana Gaming Company, L.P.

2-26-10
Date