

**ORDER 2012-137
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, L.P.
12-HW-02**

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

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

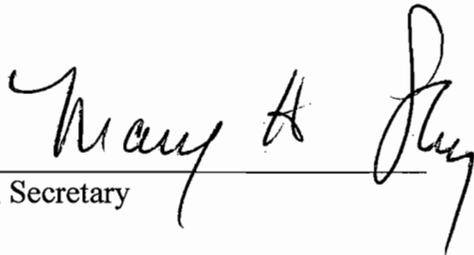
IT IS SO ORDERED THIS THE 2nd DAY OF AUGUST, 2012.

THE INDIANA GAMING COMMISSION:



Marc Fine, Vice-Chair

ATTEST:



Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
INDIANA GAMING COMPANY, L.P.) **12-HW-02**
)

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. 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.
2. On February 5, 2012, a Gaming Agent observed activity at the turnstiles when he noticed a Security Officer appeared to have an issue with an identification. It was determined that the underage person was attempting to board the casino using another person’s identification. The underage person admitted to the Gaming Agent that he was in fact 20 years old but stated he had not been on the casino property. However, when the Gaming Agent and underage person approached a car to get his real identification, a female informed the Gaming Agents that he had been on the casino floor with her group earlier in the day but she was not aware he was underage. A review of the surveillance coverage identified the underage person enter the casino within a group of people walking between podiums while Security Officers were checking other identifications.
3. On March 30, 2012, a Gaming Agent was notified by Security Dispatch that an underage person had possibly entered the casino and was trying to regain entry. The Gaming Agent met with the underage person and through the use of an interpreter, he stated that he had been on the casino floor. A review of surveillance coverage showed the underage person enter the turnstiles where his identification was presented, viewed, swiped and handed back to him by a Security Officer, who then let the underage person enter the casino.

4. On April 4, 2012, a Gaming Agent was notified by Security Dispatch that a patron was attempting to use another person's driver's license to gain access to the casino. The patron was discovered to be underage and had previously been granted access into the casino. He had used a friend's identification to gain access, but did not resemble the picture on the identification.

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.

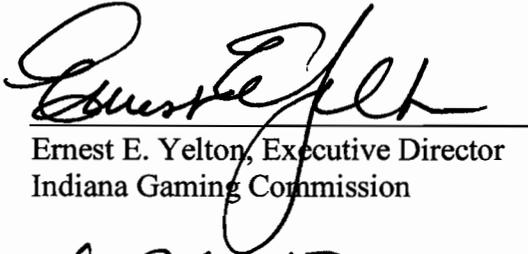
Hollywood shall pay to the Commission \$10,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission 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 \$10,500 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

6.26.12
Date



Joseph Hasson, General Manager
Indiana Gaming Company, L.P.

5/31/12
Date