

**ORDER 2012-199
IN RE SETTLEMENT AGREEMENT**

**INDIANAPOLIS DOWNS, LLC
12-IG-04**

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 15th DAY OF NOVEMBER, 2012.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Vice-Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANAPOLIS DOWNS, LLC)	12-IG-04
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indianapolis Downs, LLC (“Indiana Grand”), (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 forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. On March 28, and April 6, 2012 Gaming Agents were completing Human Resources paperwork and noted there were terminations that were sent numerous days after the terminations. Of the four terminations, the one in March was sent over five months late and the three sent in April were two months late.

COUNT II

3. Pursuant to IC 4-35-7-2 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.
4. On May 3, 2012 a Gaming Agent was notified by a Security Dispatch Clerk regarding a possible underage person at the front entrance. Upon arrival to the front entrance the Agent was given the identification present by the underage person. The Agent inspected the identification and determined it did not belong to the person who had presented it. The person who presented the identification admitted to the Agent that he was only nineteen. The person also informed the Agent he had been allowed on the casino floor on two prior occasions in the past week. A review of the surveillance

footage found that the underage person was allowed to enter the casino on April 27 and April 30, 2012. Both times the Security Officers asked for identification but did not question it.

5. On June 30, 2012 a Gaming Agent was contacted by a Shift Supervisor regarding an underage person on the casino floor. The person presented his US Military ID to a Security Officer at the entrance. The Officer looked at the identification, which indicated that the person was underage and allowed him to enter the casino.
6. On August 5, 2012 a Gaming Agent was asked to assist with locating a patron on the casino floor. The Agent spoke to the patron and requested her identification. The Agent questioned the identification presented as it did not look like the person. The person admitted that the identification was not her and that she was under the age of twenty-one.

COUNT III

7. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Indiana Grand Internal Control Section 7 - Slot Operations, 7-12 Slot Pouch Pays, number 8 prior to returning the Slot Pouch to the wallet locker, the Slot Attendant will notify a Slot Attendant or above (Verifier) to witness and verify the count of their funds. After the funds have been counted and verified the Slot Attendant will sign on the appropriate outgoing signature line and the Verifier will sign on the appropriate verifier signature line of the previously retained yellow copy of the Count Sheet. The Slot Pouch is returned to the assigned wallet locker and secured. The Verifier drops the yellow copy of the Count Sheet in the locked audit box in the Jackpot Station.
8. On August 15, 2012 a Gaming Agent was notified by a Security Officer regarding a missing slot pouch. The Slot Attendant who received the key to locker sixteen failed to return the pouch to the locker and had taken the pouch home with her. The Slot Shift Manager called the Slot Attendant who returned the pouch approximately thirty hours after it was removed. The pouch was impressed with \$2,000. Because the pouch had not been returned when the initial Agent's shift was finished, the Gaming Supervisor continued to investigate and spoke to Revenue Audit to look at the count sheet of the Slot Attendant and Verifier. The Gaming Supervisor discovered that the sheet was filled out incorrectly and noticeably different than the other sheets. In response to this the casino decreased the impressed amount in the pouches from \$2,000 to \$500 and reviewed the procedure for other possible changes.
9. On August 24, 2012, a Gaming Agent was contacted by a Slot Supervisor regarding a Slot Attendant who removed her pouch from the casino. The Slot Attendant had left the casino with her pouch and took it home with her. The pouch, which was

impressed with \$500, was returned by the Slot attendant twenty hours after it was removed.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Indiana Grand by and through its agents as described herein constitute a breach of IC 4-35, 68 IAC or Indiana Grand's approved internal control procedures. The Commission and Indiana Grand hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Indiana Grand. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Indiana Grand shall pay to the Commission a total of \$25,500 (\$8,000 for Count I; \$15,000 for Count II and \$2,500 for Count III) 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 Grand. 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 Grand agrees to promptly remit payment in the amount of \$25,500 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 Grand.

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



Tom Dingman, General Manager
Indiana Grand

Date

11-8-12

Date

11/5/2012