

**ORDER 2013-203  
IN RE SETTLEMENT AGREEMENT  
HOOSIER PARK L.P.: CENTAUR, INC.  
13-HP-02**

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

**APPROVES**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 21st DAY OF NOVEMBER, 2013.**

**THE INDIANA GAMING COMMISSION:**

  
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Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
Cris Johnston, Vice Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>HOOSIER PARK L.P.: CENTAUR, INC.</b>	)	<b>13-HP-02</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Hoosier Park L.P.: Centaur, Inc. (“Hoosier Park”), (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 15-13-2(a) states in accordance with 68 IAC 15-1-3, the casino licensee or casino license applicant shall submit policies and procedures covering manually paid jackpots. According to Hoosier Park internal control Electronic Gaming Devices E-13.10 XIII Handpaid Jackpots 7b. states the EGA will verify the legitimacy of the jackpot and prepares a three (3) part Request for Jackpot Slip.
2. On July 27, 2013 a Gaming Agent was approached by an Electronic Games Shift Manager on the gaming floor to inform the Agent that an Electronic Games Attendant reported paying a jackpot to the wrong person. The Agent reviewed video coverage and saw that a female patron won the jackpot. Next an Electronic Technician pointed a female out to the Attendant as the Attendant approached the EGD. The Attendant speaks to the female and she gestures in response. The Attendant then obtains a male patron's identification and information. The Attendant paid the male patron the jackpot. The Agent noted that the Attendant had not followed the proper procedure to verify who had won the jackpot. When the Agent spoke to the Attendant about the incident the Attendant admitted he suspected the female had won the jackpot, but due to the statements made by the female and male patrons he paid the male. It was later discovered that the female who won the jackpot was a VEP.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Hoosier Park by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and/or Hoosier Park’s approved internal control procedures. The Commission and Hoosier Park hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Hoosier Park. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

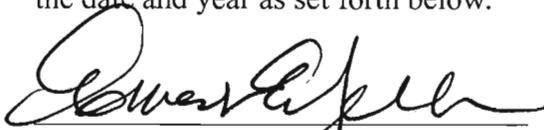
Hoosier Park shall pay to the Commission a total of \$1,168.86 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by Hoosier Park. 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, Hoosier Park agrees to promptly remit payment in the amount of \$1,168.86 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 Hoosier Park.

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

11.14.13  
Date

  
Jahnae Erpenbach, General Manager  
Hoosier Park

\_\_\_\_\_  
Date