

**ORDER 2009-206
IN RE SETTLEMENT AGREEMENT
INDIANAPOLIS DOWNS, LLC
09-IL-03**

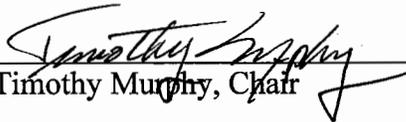
After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

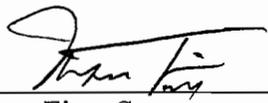
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 12th DAY OF NOVEMBER, 2009.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
INDIANAPOLIS DOWNS, LLC) **09-IL-03**
)

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

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 July 19, 2009, a Gaming Agent was contacted by a Security Supervisor regarding an underage person who had been allowed on the casino floor. The underage person presented a military family identification card and the Officer mistakenly allowed the underage person to enter the casino.
3. On September 25, 2009, a Gaming Agent was informed by a Security Supervisor of an underage person on the casino floor. The underage person had received a vendor’s badge from security twice during the day and was allowed to enter the casino both times.

COUNT II

4. 68 IAC 2-6-1(c)(3)(C) states that the “Par sheet” means a document provided by the electronic gaming device manufacturer that depicts the contribution of each winning outcome to the payback percentage of the electronic gaming device.
5. 68 IAC 2-6-6(c)(5)(B) states that if a casino licensee converts an electronic gaming device, the casino licensee must perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
6. On July 15, 2009, while auditing a slot project, a Gaming Agent noticed a slot machine that was in service that had not passed a coin test. The machine did not

pass the coin test due to several incorrect settings, including the payback percentage according to the "Par sheet". Upon investigation the Agent found that a Slot Tech had conducted a RAM clear, which allowed the settings to be reset. Approximately two hours later, a Slot Tech Manager placed the machine in service.

COUNT III

7. 68 IAC 2-3-8(a) states that an occupational license must be renewed annually.
8. On September 3, 2009, a Human Resources Coordinator contacted a Gaming Agent regarding a possible expired badge. When the Agent checked the OCCLIC system, he found the badge expired on July 30, 2009.

COUNT IV

9. 68 IAC 6-3-4 (b)(5) requires the casinos to establish internal controls procedures that ensure voluntarily excluded persons do not receive check cashing privileges or extensions in credit, whether directly through the casino or operating agent, or through a supplier contracting with the casino or operating agent on property hired for the purpose of check cashing privileges or extension of credit, or both.
10. 68 IAC 6-3-4 (b)(3) requires the casinos to establish internal controls procedures that must refuse wagers from and deny gaming privileges to any individual who the casino knows to be a voluntarily excluded person.
11. On April 3, 2009, a Gaming Agent was informed by a Security Manager that a Voluntarily Excluded Person ("VEP") was possibly on the casino floor. Prior to being identified as a VEP, the patron had conducted several transactions at the cage totaling \$3,543. The cashier obtained the driver's license of the VEP and entered it into the patron management system where it came up restricted. The cashier did not press the VEP alarm button, notify her supervisor or log the VEP's account number on the MTL. The cashier received a written warning.
1. On July 9, 2009, a Gaming Agent was informed by a Security Shift Manager that a Voluntarily Excluded Person ("VEP") alarm was sounding at the Rewards counter. The patron was located and verified as a VEP. The VEP stated he had been to the casino before and had played at a PokerPro table. Upon investigation the Gaming Agent discovered that the VEP had entered the casino on May 10th and was given a second Player's Club Card on which the VEP was able to deposit \$200 to play poker.

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 IC 4-35, 68 IAC 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 \$19,500 (\$9,000 for Count I; \$5,000 for Count II; \$1,000 for Count III and \$4,500 for Count IV) 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 \$19,500 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

Nov 9, 2009
Date



Richard Kline, General Manager
Indiana Live

11/4/09
Date