

**ORDER 2010-118  
IN RE SETTLEMENT AGREEMENT  
HOOSIER PARK L.P.: CENTAUR, INC.  
10-HP-02**

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

*Approves*

\_\_\_\_\_  
APPROVES OR DISAPPROVES

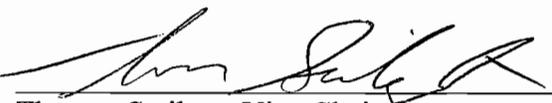
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF JUNE, 2010.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Thomas Swihart, 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>10-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**

**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 13, 2010, a Gaming Agent was contacted by a Security Manager regarding an underage person who was attempting to enter the casino. The underage person claimed to have been allowed in the casino earlier that same day. A review of surveillance coverage shows the minor’s identification was checked and scanned at the turnstiles and the Security Officer allowed her to enter the casino.

**COUNT II**

3. 68 IAC 11-1-2(1) state that the procedures of the internal control process are designed to ensure that the assets of the casino are safeguarded.
4. 68 IAC 11-3-3 (c)(11) requires keys to the soft count room to be maintained by the security department in accordance with 68 IAC 11-7. Access to the soft count room shall be gained only by or through a security officer.
5. On January 1, 2010, a Gaming Agent was informed by a Surveillance Supervisor that the soft count room door was left open. The Agent reviewed the surveillance coverage and noted that an Electronic Game Tech and Security Officer failed to

make sure the soft count room door was secure after placing four emergency “hot” bill validator boxes inside the room.

6. On January 15, 2010, a Gaming Agent was informed by a Surveillance Supervisor that the soft count room door was left unsecured. The Agent reviewed the surveillance coverage and noted that an Electronic Game Tech and Security Officer failed to make sure the soft count room door was secure after placing four emergency “hot” bill validator boxes inside the room.

### **COUNT III**

7. 68 IAC 11-1-2 states the casino licensee is required to submit internal controls pertaining to the safeguarding of the assets.
8. Hoosier Park Internal Control Emergency Fills C-14.2(1) states the Main Banker will issue the currency needed to fill the cassettes. The Cage employee will complete a Cash Transfer Form to document by denomination the amount of currency being transported to the kiosk(s).
9. Hoosier Park Internal Control Emergency Fill C-14.2(3) states a locked cart will be used to transport the cassettes, coin, cash cans and reject bins to the kiosks.
10. During a daily review of a surveillance report, an IGC Field Auditor noted that a Cage Manager had requested review of a NRT kiosk. The Cage Manager wanted to know what a Cage Cashier had done with the contents of the bill validator box during an emergency drop of the kiosk on January 2, 2010, since the kiosk did not balance. The video review determined that at the completion of the NRT drop, the Cage Cashier stacked the money bags in the window from the cage to the main bank. While the Cashier is walking from the cage to the main bank, a money bundle falls into the trash can.
11. An incident report was submitted by a Gaming Agent outlining the procedures the casino followed when doing an emergency kiosk drop. The Agent reported that when an emergency kiosk drop is conducted the money is removed from the bill validator, put into a bank bag which is then placed in a locked cart and taken to the cage. The cashier removes the money from the bags and hands the bundles of currency through the window to the main banker (in the incident above, there was not a main banker working). The bundles are then put into a drawer until the next day when the kiosks are balanced.
12. On February 2, 2010 three members of the IGC Audit Staff went to Hoosier Park to review the procedures for the emergency kiosk drops. The Audit Staff reviewed the surveillance footage and noted that the Security Officer was faced away from the kiosk and the cashier. Both the procedure for the emergency kiosk drop and the position of the security officer were discussed with casino

management. The casino now uses a “cold” bill validator box to replace the “hot” box when doing an emergency kiosk drop and the security officer has been repositioned to observe the drop while it is taking place.

### **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.

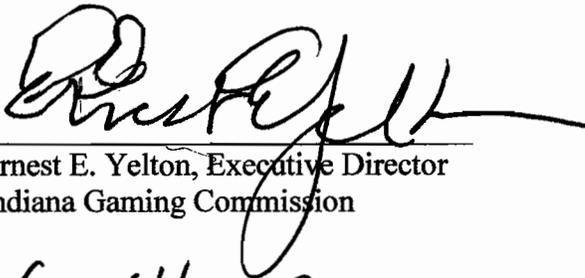
Hoosier Park shall pay to the Commission a total of \$9,000 (\$1,500 for Count I; \$5,000 for Count II and \$2,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by 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 \$9,000 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.

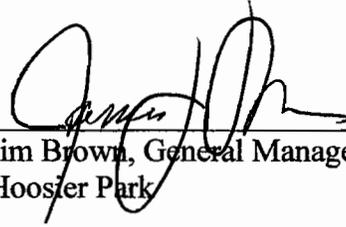
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

6-14-10

Date



Jim Brown, General Manager  
Hoosier Park

5/19/10

Date