

**ORDER 2010-36  
RE SETTLEMENT AGREEMENT  
CORDISH GAMING MANAGEMENT, LLC  
10-CGM-01**

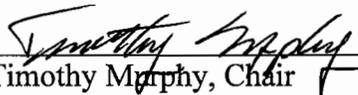
After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 4<sup>th</sup> DAY OF MARCH, 2010.**

**THE INDIANA GAMING COMMISSION:**

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

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CORDISH GAMING MANAGEMENT, LLC</b>	)	<b>10-CGM-01</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Cordish Gaming Management, LLC (“Cordish”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

**FINDINGS OF FACT**

1. 68 IAC 2-2-3(c) states a supplier’s license is valid for a period of one (1) year. The supplier’s license may be renewed annually upon payment of the seven thousand five hundred dollars (\$7,500) annual license fee. The supplier’s license may be renewed annually upon compliance with section 8 of this rule.
2. 68 IAC 2-2-8(b) states a supplier licensee must request renewal of the license on a form prescribed by the commission. The supplier licensee must complete the form and provide the commission with any information or documents that the commission deems necessary. The form requesting renewal of the supplier’s license must be submitted with the annual fee under section 3 of this rule.
3. On November 13, 2008, Cordish received its permanent supplier’s license from the Commission. Cordish should have submitted its annual renewal form and fee to the Commission no later than November 12, 2009, but failed to do so until December 2, 2009.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts and omissions of Cordish by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and Cordish hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against Cordish. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Cordish shall pay to the Commission a total of \$20,000 in settlement of the violations explained in this Settlement Agreement ("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.

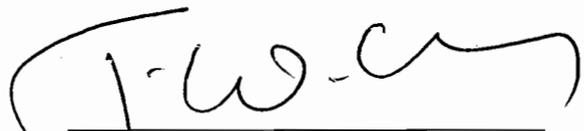
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Cordish agrees to promptly remit payment in the amount of \$20,000 and shall waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Cordish.

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

  
\_\_\_\_\_  
Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

  
\_\_\_\_\_  
Joseph Weinberg  
President  
Cordish Gaming Management, LLC

3.5.10  
Date

3.2.10  
Date