

**ORDER 2011-182
IN RE SETTLEMENT AGREEMENT
HOOSIER PARK L.P.: CENTAUR, INC.
11-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 15th DAY OF SEPTEMBER, 2011.

THE INDIANA GAMING COMMISSION:

Timothy Murphy

Timothy Murphy, Chair

ATTEST:

Mary A. Gray

Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK L.P.: CENTAUR, INC.)	11-HP-02
)	

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. 68 IAC 11-3-3 (c)(11) states keys to the soft count room shall 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.
2. On April 4, 2011 a Gaming Agent was notified by a Security Shift Supervisor who reported that the Soft Count Room door was unsecured. The Agent reviewed the surveillance coverage and found that an emergency drop took place. The Security Officer who escorted the drop to the Soft Count Room failed to check that the door was secure once the drop was completed.

COUNT II

3. 68 IAC 11-1-2 states the procedures of the internal control system are designed to ensure the following:
 - (1) Assets of the riverboat licensee are safeguarded.
 - (2) The financial records of the riverboat licensee are accurate and reliable.
4. On July 9, 2011 a Gaming Agent was notified by a Surveillance Supervisor that a NRT cassette with \$40,000 in \$20 bills was left in a locked cart in the employee hallway. Two cage employees noticed that one of the NRTs was short a \$20 cassette and looked in the cart in the hallway and found it. The locked cart, with the money inside, was in the hallway for approximately 15 hours.

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.

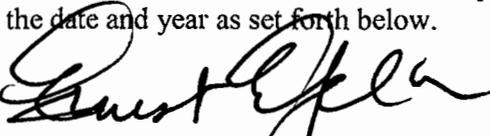
Hoosier Park shall pay to the Commission a total of \$5,000 (\$2,500 for Count I and \$2,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant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

9.13.11
Date



Jahnae Erpenbach, General Manager
Hoosier Park 1108

8-22-11
Date