

**ORDER 2013-060
IN RE SETTLEMENT AGREEMENT
INDIANAPOLIS DOWNS, LLC
13-IG-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

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

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANAPOLIS DOWNS, LLC)	13-IG-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indianapolis Downs, LLC (“Indiana Grand”), (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 6-3-4(b)(1) states the internal controls must, at a minimum, provide a plan for distributing the names and personal information of voluntarily excluded persons to appropriate personnel of the casino. The plan must allow, to a reasonable extent, appropriate employees of a casino licensee to identify a voluntarily excluded person when that person is present in a casino.
2. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Indiana Grand Internal Control Section 8-8-13 participants in the program will be identified by employees when the participant attempts to claim a jackpot, or when other items based upon a wager are won, when the participant attempts to cash a check, establish a line of credit, has an entry in the player tracking system, or is generally recognized by an employee. At that time, Security and an IGC Gaming Agent will be notified and the participant will be removed from the Casino.
3. On October 8, 2012, a Gaming Agent was notified by a Security Dispatch regarding a possible VEP. The Agent confirmed the patron was a VEP and reiterated the program to her. The Agent then reviewed surveillance of the VEP while she was on the casino floor. The Agent observed that the VEP attempted to conduct a financial transaction at the Casino Cage on four different occasions. Each time the VEP was required to show her identification, but the Cage employees failed to note that she was a VEP.

COUNT II

4. 68 IAC 2-6-21(e) states rules of play for electronic gaming devices may not be altered without prior approval from the executive director.

5. On September 18, 2012, a Gaming Agent assisted a Slot Technician Supervisor in preparing DigiDeal Blackjack tables to be moved. A part of the move was to add a side bet and change the games from allowing a "double down" on cards 10 or 11 to allowing it anytime the player has two cards. The Agent inquired how it was possible to change the game without it being included on the project request sheet. The Supervisor informed the Agent that the slot department has changed the "double down" rule at their leisure and that once the CPU door is opened (a Gaming Agent must be present when the door is accessed) another piece of software is not needed to change the rule. Upon further investigation, the Agent discovered that the percentage payout changes slightly depending on whether the patron is allowed to "double down" on any two cards or only on cards 10 or 11.

COUNT III

6. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee:
(1) The occupational licensee's employment with the riverboat licensee is terminated for any reason.
The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.

7. On September 10, 2012, a Gaming Agent was entering casino employee information, received from the casino that day, into the Commission's OCCLIC system when he noted two Occupational License Separation from Service forms. One employee was terminated on June 13, 2012 and the other one on July 23, 2012.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Indiana Grand by and through its agents as described herein constitute a breach of IC 4-35, 68 IAC or Indiana Grand's approved internal control procedures. The Commission and Indiana Grand hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Indiana Grand. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Indiana Grand shall pay to the Commission a total of \$7,000 (\$1,500 for Count I; \$1,500 for Count II and \$4,000 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement.

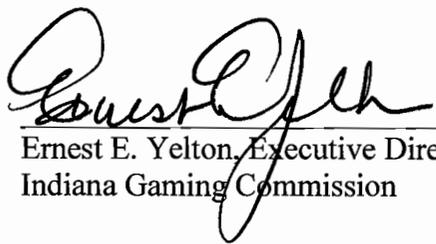
Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by Indiana Grand. This agreement extends only to known incidents specifically alleged in this agreement and wholly based on the facts described herein. If the Commission subsequently discovers 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 Grand agrees to promptly remit payment in the amount of \$7,500 and shall waive all rights to further administrative or judicial review.

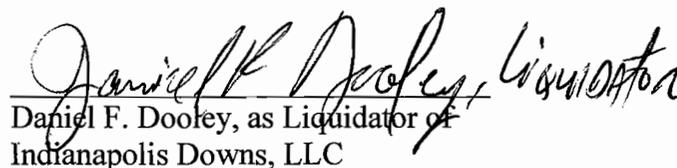
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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 Grand.

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

3.25.13
Date


Daniel F. Dooley, as Liquidator of
Indianapolis Downs, LLC

3/15/13
Date