

**ORDER 2014-177  
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC  
14-HP-01**

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

**APPROVES**

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APPROVES OR DISAPPROVES

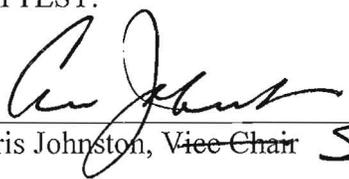
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 18th DAY OF SEPTEMBER, 2014.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
Cris Johnston, Vice Chair

*Secretary*

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**HOOSIER PARK L.P.: CENTAUR, INC.** ) **14-HP-01**  
 )

**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**

1. 68 IAC 15-13-2(a) states in accordance with 68 IAC 15-1-3, the casino licensee or casino license applicant shall submit policies and procedures covering manually paid jackpots. According to Hoosier Park internal control Electronic Gaming Devices E-13.10 XIII Handpaid Jackpots 7b. states the EGA will verify the legitimacy of the jackpot and prepares a three (3) part Request for Jackpot Slip.
2. 68 IAC 6-3-4(a) states each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.  
(b) The internal controls must, at a minimum, refuse wagers from and deny gaming privileges to any voluntarily excluded person.  
According to Hoosier Park Internal Control M-1.4(3)(c) Hoosier Park will refuse wagers from and deny gaming privileges to any person that Hoosier Park knows to be on the VEP list.
3. On May 15, 2014, a Gaming Agent received a radio call from another Gaming Agent to meet him in the high limit room. As the Agent approached the room a patron was exiting. The Agent was told to stop the patron, by the other Agent, since the patron was in violation of the VEP. The Agent verified that the patron was a VEP and while the Agent was speaking to the patron a Security Supervisor informed the Agent that the patron had been paid a jackpot prior to being discovered.
4. On June 4, 2014 a Gaming Agent was called to speak with a male patron and his wife about a jackpot switch that had occurred between them. The male patron had won a jackpot, but had his wife try to claim it. Casino employees explained to the couple that the male patron had to claim the jackpot and that he would need to give his identification to claim it. The male patron refused to give any information. The Agent told the male patron that he would not be able to claim the jackpot until he gave identification. The wife informed the Agent that they would not be giving any more information and the couple was allowed to leave

the casino, abandoning the jackpot. The Agent further investigated and found that the couple had completed another jackpot switch earlier in the day. The wife was paid for the \$10,020.00 jackpot that the male patron had actually won. It was discovered that the male patron was a VEP.

### **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 \$11,520.00 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 \$11,520.00 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

9.15.14  
Date

  
Jahnna Erpenbach, General Manager  
Hoosier Park

8-19-14  
Date