

ORDER 2008-155
IN RE SETTLEMENT AGREEMENT
INDIANAPOLIS DOWNS, LLC
08-IL-02

COMMISSION ACTION

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 13th DAY OF NOVEMBER, 2008.

THE INDIANA GAMING COMMISSION:



William Barrett, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANAPOLIS DOWNS, LLC)	08-IL-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indianapolis Downs, LLC (“Indiana Live”), (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 require casinos provide a process whereby enforcement agents and security and surveillance are notified immediately when a voluntarily excluded person (“VEP”) is detected in the gaming area of a facility. Casinos must refuse wagers from and deny gaming privileges to any individual who the casino knows to be a voluntarily excluded person.
2. On August 25, 2008, the casino reported to the Gaming Agent Supervisor that during a weekly database merge it was determined that a player’s club card had been issued to a VEP. On August 16, 2008, a Casino Host issued a player’s club card to a VEP. The Host stated that she was unaware of the specific process to access the computer to check to see if a person is on the VEP list. She stated she was unfamiliar with the screen due to a lack of training on the player management system. Because the VEP was issued a player’s club card, the VEP was also sent a marketing mailer which included \$50.00 of free play.
3. On August 31, 2008, a Gaming Agent responded to a call concerning a possible VEP on the gaming floor. A Slot Shift Manager informed the Agent that a patron had hit a jackpot and when the identification was checked it showed that the patron was a VEP. The Manager stated that this patron had been paid for a jackpot won earlier and doubted it was the same person. Another Agent went back to the Commission office to verify that the patron was a VEP and was able to confirm that she was. The Agent proceeded to the slot machine where the patron was and discovered that the patron had won another jackpot while waiting to be paid for the jackpot won ten minutes earlier. The Agent confiscated a TITO ticket the patron had and informed her that both jackpots would be forfeited. The jackpot of \$1,380 the patron had won earlier in the day was unable to be retrieved.

COUNT II

4. Pursuant to IC 4-33-9-12(a), 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.
5. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present on a riverboat.
6. On July 5, 2008, an underage person was allowed to enter the casino.
7. On July 20, 2008, an underage person was allowed on the casino floor.

TERMS AND CONDITIONS

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

Indiana Live shall pay to the Commission a total of \$30,880 (\$26,380 for Count I and \$4,500 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 Indiana Live. 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 Live agrees to promptly remit payment in the amount of \$30,880 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.

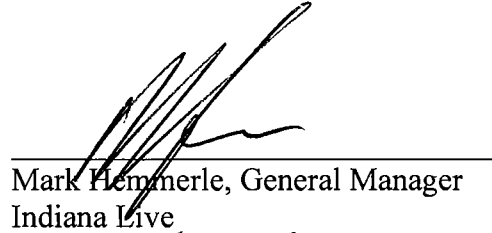
This Settlement Agreement shall be binding upon the Commission and Indiana Live.

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

11.25.08
Date



Mark Hemmerle, General Manager
Indiana Live

11/24/08
Date