

**ORDER 2008-27  
IN RE SETTLEMENT AGREEMENT  
INDIANA GAMING COMPANY, L.P.  
08-AG-01**

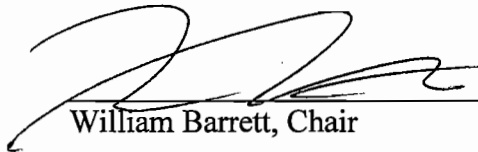
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 31st DAY OF MARCH, 2008.**

**THE INDIANA GAMING COMMISSION:**

  
William Barrett, Chair

ATTEST:

  
Tom Swihart, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>INDIANA GAMING COMPANY, L.P.</b>	)	<b>08-AR-01</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indiana Gaming Company, L.P. (“Argosy”) (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 14-3-2 (b) states that all playing cards must meet the following specifications: (1) all decks of cards must be a complete standard deck of fifty-two cards in four suits. The four suits shall be hearts, diamonds, clubs and spades. Each suit shall consist of numerical cards from: (A) two to ten; (B) a jack; (C) a queen; (D) a king; and (E) an ace.
2. 68 IAC 14-3-6 (a) states when playing cards are accepted for play at a live gaming device, the occupational licensee accepting the playing cards shall inspect the playing cards to ensure the playing cards comply with this rule.
3. 68 IAC 14-3-6 (b) states playing cards shall be inspected by sorting the cards sequentially by suit and inspecting the sides of the cards for crimps, bends, cuts, shavings or any other defect that would affect the integrity or fairness of the game.
4. On June 25, 2007, a six of spades was confirmed to be missing from a blackjack table. A review of surveillance concluded that the six of spades was missing when the table was opened for the day. A Dealer and Table Games Supervisor failed to properly inspect the cards prior to the table being opened.

5. On September 5, 2007, a six of spades went missing from a live gaming device. Surveillance coverage was inconclusive. The spread of the cards was poor and the Gaming Agent was unable to tell if the card was present at the opening of the table.

### TERMS AND CONDITIONS

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

Argosy shall pay to the Commission \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this 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 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, Argosy 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 Argosy.

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

  
Ernest E. Yelton, Executive Director

  
~~Larry Kinser, General Manager~~  
Ralph Brown, Director of Finance

Indiana Gaming Commission

3.25.08  
Date

Indiana Gaming Company, L.P.

3-13-2008  
Date