

**ORDER 2009-158
IN RE SETTLEMENT AGREEMENT
HOOSIER PARK L.P.: CENTAUR, INC.
09-HP-03**

After reviewing 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 17th DAY OF SEPTEMBER, 2009.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK L.P.: CENTAUR, INC.)	09-HP-03
)	

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 12-1-5(f)(6)(B) requires the electronic gaming device surveillance be capable of providing dedicated coverage of the progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.
2. On March 3, 2009, a Gaming Agent entered the surveillance room to check the coverage on the progressive slot machines. The Surveillance Supervisor advised the Agent that she had been instructed that dedicated coverage of the progressive jackpot displays for jackpots under \$50,000 was not needed because the casino had obtained a waiver of the requirement in July 2008. The Director of Surveillance produced a waiver that was granted for another casino and not Hoosier Park.

COUNT II

3. 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 Hoosier Park Internal Control Soft Count Section IV Currency Collection 13 and 14 requires that security members of the drop team will prevent patrons and non-drop employees from entering the designated drop area while the bill validators are being collected. Security members of the drop team will station themselves in such a way as to monitor the entire drop process, making a visual sweep of the designated area to make sure it is secure.
4. On July 12, 2009, a Gaming Agent was notified by a Security Supervisor that patrons had walked into the drop area. The Agent reviewed the video coverage and noticed that the Security Officer assigned to the drop cart was not standing in the correct location. The patrons walked into the area where the Security Officer should have been standing.

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 IC 4-33, 68 IA C 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.

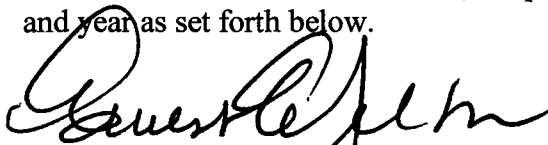
Hoosier Park shall pay to the Commission a total of \$4,000 (\$2,500 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant 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 \$4,000 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
Gaming Commission

9.16.09
Date



Jim Brown, General Manager Indiana
Hoosier Park

9/4/09
Date