

**ORDER 2007-113**

**AN ORDER OF THE INDIANA GAMING COMMISSION  
CONCERNING A SETTLEMENT AGREEMENT WITH  
INDIANA GAMING COMPANY, L.P.**

**07-AG-02**

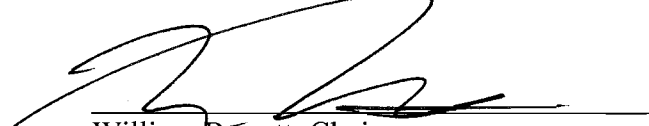
The Indiana Gaming Commission ("Commission") adopts the following order pursuant to authority granted it under IC 4-33.

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby **APPROVES** the proposed terms of the Settlement Agreement.

Pursuant to IC 4-21.5-3, this order is effective fifteen (15) days after the order is served.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF NOVEMBER, 2007.**

**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>07-AR-02</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. Pursuant to 68 IAC 10-3-3(b) while the ball is still rotating around the wheel in the track, the dealer shall announce “no more bets” to the patrons at the table. The dealer shall not accept any bets after the dealer announces “no more bets”.
2. On June 20, 2007, a Gaming Agent observed a Dealer on a roulette table calling “no more bets” while his back was to the table. Because the Dealer’s back was to the table a patron placed an illegal bet. The Agent continued to observe the Dealer, noting that he consistently called “no more bets” after the ball had left the track. The Gaming Agent spoke with the Table Games Director about this violation. This is the second time that this issue was brought to the attention of the Table Games Director. The first time was during the first week of April 2007.

**COUNT II**

3. 68 IAC 14-3-2(b)(1) requires, that unless otherwise provided in this article, all decks of cards must be one(1) complete deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from:
  - (A) two (2) to ten (10);
  - (B) a jack;
  - (C) a queen;

- (D) a king;
- (E) an ace.

4. 68 IAC 14-3-6(b) states that playing cards shall be inspected by sorting the cards sequentially by suit and inspecting the sides of the cards for crimps, bends, cuts, shaving, or any other defect that would affect the integrity or fairness of the game.
5. 68 IAC 14-3-4(d) states except for playing cards that are removed from play due to the possibility of tampering, all playing cards shall be canceled by one of the following methods:
  - 1) Drilling a circular hole of at least one-fourth inch through the center of each card in the deck.
  - 2) Shaving at least two corners of each playing card so that each side is no longer at ninety degree angles with each adjacent side.
  - 3) The cards are destroyed by shredding.
6. On June 25, 2007, a Gaming Agent was in the surveillance room when the Table Games Supervisor called the surveillance room to advise them that there was a six of spades missing from a blackjack table. Surveillance reviewed the opening of the table and found that the six of spades was missing from the second deck. A Dealer and Table Games Supervisor failed to inspect all six decks of cards when opening the game.
7. On July 6, 2007, a Security Supervisor informed a Gaming Agent that a box of playing cards had not been completely destroyed. It was discovered that a deck of cards had not been drilled completely through. The Agent inspected the cards and observed ten (10) holes in the front of the deck and eleven (11) holes in the back; however there were twenty four (24) cards left intact. All fifty two (52) cards plus the jokers were present. The cards were taken to the destruction room and drilled through.

### **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 \$12,500 (\$7,500 for Count I and \$5,000 for Count II) 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 \$12,500 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.

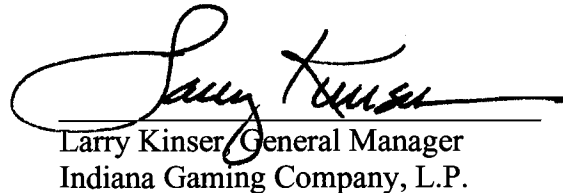
This Settlement Agreement shall be binding upon the Commission and Argosy.

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



Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

10/31/07  
Date



Larry Kinser, General Manager  
Indiana Gaming Company, L.P.

10/30/07  
Date