

**ORDER 2007-79
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, L.P.
07-AR-01**

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

APPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 13TH DAY OF SEPTEMBER, 2007.

THE INDIANA GAMING COMMISSION:



William W. Barrett, Chair

ATTEST:



Tim Murphy, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, LP)	07-AR-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Indiana Gaming Company, LP ("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

1. 68 IAC 16-1-10(b) states the riverboat licensee shall require that any patron who cashes a check in the aggregate of five hundred dollars (\$500) or more over a seven (7) day period have established check cashing privileges. The riverboat licensee shall establish check cashing privileges and limits that shall, at a minimum, incorporate the procedures established in section 5 of this rule. In January 2006 a waiver was granted increasing the aggregate amount to one thousand dollars (\$1,000).
2. In January 2007 the casino notified the Commission that a patron was able to cash two personal checks each in the amount of \$1,000 on January 1, 2007. This patron did not have established credit at the casino. The casino called Certegy, a company they use to verify checks, to find out why this patron was not flagged when the second check was presented. Certegy responded that the patron had established an "Open to Buy" account directly with Certegy. The account is used in other states that do not have personal check cashing limits and enables the patron to cash checks up to an established amount.

Argosy requested a list of all "Open to Buy" customers from Certegy to cross reference with their patrons. Only the one patron mentioned above was on the list. Certegy informed Argosy that they would correct the problem by February, however, they did not correct it until the first of April. Before the correction was made, Argosy cashed checks for this patron in excess of \$1,000 on February 23rd and March 27th. Argosy did not verify that the correction had been made before cashing these checks.

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.

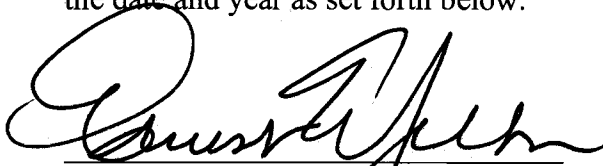
Argosy shall pay to the Commission \$7,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission 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.

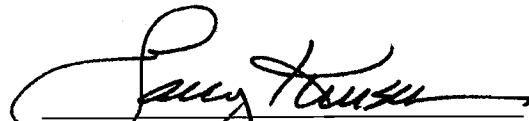
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Argosy agrees to promptly remit payment in the amount of \$7,500 and shall waive all rights 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
9/13/07
Date


Larry Kinser, General Manager
Indiana Gaming Company, LP
9/5/07
Date