

**ORDER 2009-161
IN RE SETTLEMENT AGREEMENT**

**INDIANAPOLIS DOWNS, LLC
09-IL-02**

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
Timothy Murphy, Chair

ATTEST:

Marc Fine
Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANAPOLIS DOWNS, LLC)	09-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 2-6-6 (c) states that if the casino licensee converts an electronic gaming device they must request permission for the conversion from the commission.
2. On April 20, 2009, a Gaming Agent was requested to assist a Slot Technician with changes to be made on the DigiDeal Blackjack machines. When they arrived at the machine, the Slot Technician informed the Agent that he was instructed to reconfigure the game rules back to their original settings which had been altered on April 17, 2009. The changes made on April 17th, changed the payout percentage. Upon investigation, the Agent discovered that the Slot Technician was instructed by the Vice President of Slot Operations to make the April 17th, 2009 changes and the Vice President of Slot Operations was present at the machines when the changes were made. The casino had failed to submit a request to convert the machines on April 17, 2009.

COUNT II

3. 68 IAC 12-1 outlines the general provisions for surveillance operations.
4. On April 8, 2009, the Gaming Enforcement Supervisor sent an e-mail to the Director of Surveillance which outlined outstanding surveillance issues and gave the casino until April 30, 2009 to remedy those issues. On April 27, 2009, the Director of Surveillance requested an extension of time due to the Cordish Company asking for a resubmission of surveillance purchase orders and invoices. The company hired by Indiana Live to install the surveillance cameras and equipment, ADS, had not returned to Indiana Live due to lack of payment for

work already finished. The Cordish Company did not send a payment to ADS until the week of May 18th. When ADS returned to the property to finish the installation, ADS could not install the cameras due to technical issues. ADS finished the installation in July.

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 IC 4-35, 68 IAC 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 \$10,000 (\$5,000 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. 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 \$10,000 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 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

9.27.09

Date



Richard Kline, General Manager
Indiana Live

9/15/09

Date