

**ORDER 2009-202  
IN RE SETTLEMENT AGREEMENT  
INDIANA GAMING COMPANY, L.P.  
09-HW-01**

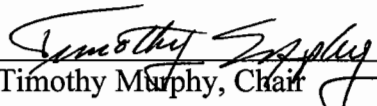
After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES


the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 12<sup>th</sup> DAY OF NOVEMBER, 2009.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, 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>09-HW-01</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indiana Gaming Company, L.P. (“Hollywood”) (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 11-4-4(e) states the pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
2. On August 4, 2009, a Gaming Agent was contacted by the Senior Table Games Manager regarding an unsecured float that was discovered during the drop for the table. A review of the surveillance video showed the Floor Supervisor and Dealer closed the table, placed the float lid over the float but failed to lock and secure it.

**COUNT II**

3. 68 IAC 2-3-9.2 (b) and (c) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
4. On August 5, 2009, a Gaming Agent received termination paperwork on five employees. One employee was terminated on June 10, 2009, three on July 1, 2009 and one on July 10, 2009.

### COUNT III

5. 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.
6. On August 4, 2009, a Gaming Agent was contacted by the Table Games Manager regarding a missing Ace of Hearts. The card was found in the shoebox where cards are stored when a game is not officially closed, but is not being manned. Upon surveillance review, the Agent found that the cards at a 21 + 3 table were placed in the shoebox at 12:30pm. At 9:00pm, the cards were removed from the shoebox and counted by the Dealer; however, the Dealer miscounted and the table was then opened for play until 2:00am.

### COUNT IV

7. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
8. On August 22, 2009, a Gaming Agent received a call from a Security Shift Supervisor regarding an underage person attempting to enter the casino. When the Agent saw the underage person, he recognized her as a person he had seen on the casino floor earlier in the day. When the Agent reviewed the surveillance coverage, he noted that the underage person's identification was not checked at the turnstiles the first time she entered.

### COUNT V

9. 68 IAC 6-3-4 (b)(5) requires the casinos to establish internal controls procedures that ensure voluntarily excluded persons do not receive check cashing privileges or extensions in credit, whether directly through the casino or operating agent, or through a supplier contracting with the casino or operating agent on property hired for the purpose of check cashing privileges or extension of credit, or both.
10. On July 12, 2009, a Gaming Agent was informed by Security that a VEP was on board the casino. The VEP told the Agent that the casino had accepted three cash advances from her earlier in the day before she was identified as a VEP. The Cage Cashier who cashed the advances was terminated.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Hollywood by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Hollywood's approved internal control procedures. The Commission and Hollywood hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Hollywood. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

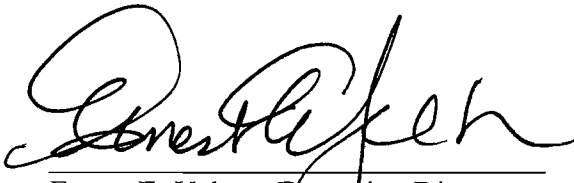
Hollywood shall pay to the Commission \$17,500(\$1,000 for Count I; \$10,000 for Count II; \$1,000 for Count III; \$4,500 for Count IV and \$1,000 for Count V) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. 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, Hollywood agrees to promptly remit payment in the amount of \$17,500 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 Hollywood.

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  
  
Nov 10, 2009  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tony Rodio, General Manager  
Indiana Gaming Company, L.P.  
  
11/4/09  
\_\_\_\_\_  
Date