

**ORDER 2010-121
IN RE SETTLEMENT AGREEMENT
INDIANAPOLIS DOWNS, LLC
10-IL-03**

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

Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

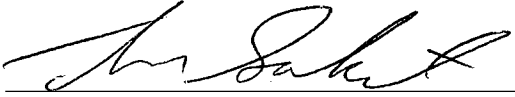
IT IS SO ORDERED THIS THE 17th DAY OF JUNE, 2010.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Thomas Swihart, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
INDIANAPOLIS DOWNS, LLC) **10-IL-03**
)

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 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. Indiana Live Internal Control 7-22 states only a person licensed as an Electronic Gaming Device Attendant (“EGDA”) or Slot Supervisor-Manager may administer gaming on the DigiDeal Blackjack table. The DigiDeal Blackjack table may only be utilized for gaming activity while an EGDA is present.
2. On January 4, 2010, a Gaming Agent was contacted by Surveillance regarding an EGDA who had left a DigiDeal Blackjack table unattended. There were four patrons at the table and one of the patrons could not cash out due to the requirement that an EGDA must be present to verify the cash out and press the button to confirm the cash out. The table was unattended for approximately thirteen minutes.

COUNT II

3. 68 IAC 12-1-5(f) states electronic gaming device surveillance must be capable of providing the following:
 - (1) A view of all patrons.
 - (2) A facial view of all patrons with sufficient clarity to allow identification of the patron.
 - (3) A view of the electronic gaming device with sufficient clarity to observe the result of the game.
 - (4) An overall view of the areas around the electronic gaming device.

(5) A view of bill validators with sufficient clarity to determine bill value and the amount of credit obtained.

(6) Progressive games, including dedicated coverage of the following:

A) Any electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000). (B) The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.

4. On January 14, 2010, a Gaming Agent was reviewing surveillance coverage and noted that a bank of slot machines did not have the proper coverage. The bank of machines all had a maximum payout of \$100,000. The Agent noted that the surveillance department was notified about the lack of coverage approximately a month prior to this incident.

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 \$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 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 \$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.

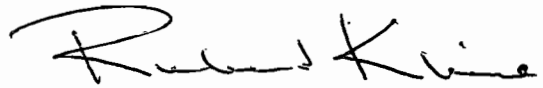
This Settlement Agreement shall be binding upon the Commission and Indiana Live.

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

6.14.10
Date



Richard Kline, General Manager
Indiana Live

6/9/10
Date