ORDER 2015-14 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-14

On or about March 29, 2014, John Doe #14 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of one year. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about January 2, 2015, John Doe #14 was a VEP participant and was discovered to be present at Horseshoe Hammond, LLC ("Horseshoe Hammond"). At that time, John Doe #14 had won \$39.00 in cash equivalents from Horseshoe Hammond. Horseshoe Hammond withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #14's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$39.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Secretary

ORDER 2015-15 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-15

On or about August 20, 2009, John Doe #15 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about December 12, 2014, John Doe #15 was discovered to be present at Horseshoe Hammond, LLC ("Horseshoe Hammond"). At that time, John Doe #15 had won \$179.00 in cash equivalents from Horseshoe Hammond. Horseshoe Hammond withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #15's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$179.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST

Joseph Svetanoff, Secretary

ORDER 2015-16 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-16

On or about November 23, 2009, John Doe #16 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of five years. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about November 27, 2014, John Doe #16 was a VEP participant and was discovered to be present at Horseshoe Hammond, LLC ("Horseshoe Hammond"). At that time, John Doe #16 had won \$5,000.00 in cash equivalents from Horseshoe Hammond. Horseshoe Hammond withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #16's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$5,000.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston Chair

ATTEST:

Joseph Syetanoff, Secretary

ORDER 2015-17 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-17

On or about June 13, 2013, John Doe #17 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about June 29, 2014, John Doe #17 was discovered to be present at Horseshoe Hammond, LLC ("Horseshoe Hammond"). At that time, John Doe #17 had won \$3,644.00 in cash equivalents from Horseshoe Hammond. Horseshoe Hammond withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #17's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$3,644.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnstøn, Chair

ATTEST:

Joseph Stetanoff, Secretary

ORDER 2015-18 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-18

On or about December 29, 2007, John Doe #18 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about June 8, 2014, John Doe #18 was discovered to be present at Horseshoe Hammond, LLC ("Horseshoe Hammond"). At that time, John Doe #18 had won \$2,700.00 in cash equivalents from Horseshoe Hammond. Horseshoe Hammond withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #18's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$2,700.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svettanoff, Secretary

ORDER 2015-19 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-19

On or about September 1, 2004, John Doe #19 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about February 9, 2015, John Doe #19 was discovered to be present at Horseshoe Hammond, LLC ("Horseshoe Hammond"). At that time, John Doe #19 had won \$5,000.00 in cash equivalents from Horseshoe Hammond. Horseshoe Hammond withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #19's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$5,000.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST

Joseph Syctanoff, Secretary

ORDER 2015-20 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-20

On or about October 20, 2014, John Doe #20 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of one year. Pursuant to the terms of the VEP, a participant remains in the VEP program until the exclusion period expires and the participant submits a written request for removal. 68 IAC 6-3-5. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about February 10, 2015, John Doe #20 was a VEP participant and was discovered to be present at Horseshoe Hammond, LLC ("Horseshoe Hammond"). At that time, John Doe #20 had won \$1,915.63 in cash equivalents from Horseshoe Hammond. Horseshoe Hammond withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #20's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$1,915.63 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST

Joseph Svetanoff, Secretary

ORDER 2015-21 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-21

On or about September 6, 2008, John Doe #21 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of five years. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about December 29, 2014, John Doe #21 was a VEP participant and was discovered to be present at Indiana Gaming Company, LLC d/b/a Hollywood Casino Lawrenceburge ("Hollywood"). At that time, John Doe #21 had won \$67.50 in cash equivalents from Hollywood. Hollywood withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #21's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$67.50 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Systanoff Secretary

ORDER 2015-22 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-22

On or about September 12, 2007, John Doe #22 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about January 10, 2015, John Doe #22 was discovered to be present at Indiana Gaming Company, LLC d/b/a Hollywood Casino Lawrenceburg ("Hollywood"). At that time, John Doe #22 had won \$32.18 in cash equivalents from Hollywood. Hollywood withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #22's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$32.18 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Syletanoff, Secretar

ORDER 2015-23 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-23

On or about April 16, 2014, John Doe #23 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of five years. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about January 17, 2015, John Doe #23 was a VEP participant and was discovered to be present at Hoosier Park, LLC ("Hoosier Park"). At that time, John Doe #23 had won \$1,360.40 in cash equivalents from Hoosier Park. Hoosier Park withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #23's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$1,360.40 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph/Svetanoff, Secretary

ORDER 2015-24 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-24

On or about September 27, 2007, John Doe #24 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about February 13, 2015, John Doe #24 was discovered to be present at Caesars Riverboat Casino, LLC d/b/a Horseshoe Southern Indiana ("Horseshoe South"). At that time, John Doe #24 had won \$10,000.00 in cash equivalents from Horseshoe South. Horseshoe South withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #24's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$10,000.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Stetanoff, Secretary

ORDER 2015-25 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-25

On or about December 8, 2006, John Doe #25 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about February 16, 2015, John Doe #25 was discovered to be present at Caesars Riverboat Casino, LLC ("Horseshoe South"). At that time, John Doe #25 had won \$595.00 in cash equivalents from Horseshoe South. Horseshoe South withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #25's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$595.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Wetanoff Secretar

ORDER 2015-26 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-26

On or about June 29, 2009, John Doe #26 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about November 12, 2014, John Doe #26 was discovered to be present at Centaur Acquisition, LLC d/b/a Indiana Grand Racing & Casino ("Indiana Grand"). At that time, John Doe #26 had won \$895.74 in cash equivalents from Indiana Grand. Indiana Grand withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #26's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$895.74 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston Chair

ATTEST:

Joseph Swetanoff, Secretary

ORDER 2015-27 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-27

On or about December 2, 2013, John Doe #27 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of one year. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about January 7, 2015, John Doe #27 was a VEP participant and was discovered to be present at Centaur Acquisition, LLC d/b/a Indiana Grand Racing & Casino ("Indiana Grand"). At that time, John Doe #27 had won \$24.37 in cash equivalents from Indiana Grand. Indiana Grand withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #27's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$24.37 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Syctanoff, Secretate

ORDER 2015-28 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-28

On or about August 1, 2010, John Doe #28 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about November 24, 2014, John Doe #28 was discovered to be present at Majestic Star Casino, LLC ("Majestic Star"). At that time, John Doe #28 had won \$1,476.00 in cash equivalents from Majestic Star. Majestic Star withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #28's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$1,476.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Secretaly

ORDER 2015-29 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-29

On or about December 10, 2013, John Doe #29 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of five years. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about May 16, 2014, John Doe #29 was a VEP participant and was discovered to be present at Majestic Star Casino, LLC ("Majestic Star"). At that time, John Doe #29 had won \$45.00 in cash equivalents from Majestic Star. Majestic Star withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #29's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$45.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Syctanoff, Secretary

ORDER 2015-30 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-30

On or about July 2, 2013, John Doe #30 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about January 26, 2015, John Doe #30 was discovered to be present at Majestic Star Casino, LLC ("Majestic Star"). At that time, John Doe #30 had won \$172.00 in chips from Majestic Star. Majestic Star withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #30's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$172.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Swetanoff, Secretary

ORDER 2015-31 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-31

On or about August 29, 2008, John Doe #31 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about January 22, 2015, John Doe #31 was discovered to be present at Majestic Star Casino, LLC ("Majestic Star"). At that time, John Doe #31 had won \$362.00 in cash equivalents from Majestic Star. Majestic Star withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #31's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$362.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Cha

ATTEST:

Joseph Svettanoff, Secreta

ORDER 2015-32 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-32

On or about April 26, 2014, John Doe #32 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of five years. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about February 15, 2015, John Doe #32 was a VEP participant and was discovered to be present at Majestic Star Casino, LLC ("Majestic Star"). At that time, John Doe #32 had won \$461.00 in cash equivalents from Majestic Star. Majestic Star withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #32's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$461.00 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Secretar

ORDER 2015-33 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-33

On or about April 11, 2014, John Doe #33 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a lifetime exclusion. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about January 17, 2015, John Doe #33 was discovered to be present at Gaming Entertainment (Indiana) LLC d/b/a Rising Star Casino Resort ("Rising Star"). At that time, John Doe #33 had won \$1,949.76 in cash equivalents from Rising Star. Rising Star withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #33's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$1,949.76 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

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ATTEST:

Cris Johnston

Joseph Syet noff, Secretary

ORDER 2015-34 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE VOLUNTARY EXCLUSION PROGRAM CASE NO. VEP-15-34

On or about March 3, 2009, John Doe #34 submitted an application to the Indiana Gaming Commission ("Commission") to participate in the Voluntary Exclusion Program ("VEP") for a minimum of five years. Pursuant to the terms of the VEP, a participant remains in the program until the exclusion period expires and the participant submits a written request for removal. 68 Ind. Admin. Code § 6-3-5. A VEP participant agrees that if he or she violates the terms of the program and enters the gaming area of a facility under the jurisdiction of the Commission before he or she is removed from the program by the Commission, he or she willingly forfeits any money or thing of value won from or owed to the participant as the result of a wager at a casino. 68 Ind. Admin. Code § 6-3-2(g). The casino must withhold forfeited winnings and remit them to the Commission. 68 Ind. Admin. Code § 6-3-2(g).

On or about January 2, 2015, John Doe #34 was a VEP participant and was discovered to be present at Gaming Entertainment (Indiana) LLC d/b/a Rising Star Casino Resort ("Rising Star"). At that time, John Doe #34 had won \$1,073.29 in cash equivalents from Rising Star. Rising Star withheld the winnings as required by Commission regulations. Commission staff seeks approval for remittance of the winnings to the Commission, less applicable taxes, in fulfillment of John Doe #34's VEP participation.

The Commission, after reviewing this matter:

APPROVES

the remittance of \$1,073.29 less applicable taxes, as required by the program. 68 Ind. Admin. Code § 6-3-2(g).

Pursuant to Ind. Code § 4-21.5-3-5, this ORDER becomes effective fifteen days following receipt of the Order of the Indiana Gaming Commission.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Syctanoff Secretary

ORDER 2015-36 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT OF THE APPEAL OF THE VOLUNTARY EXCLUSION REMITTANCE OF JOHN DOE #14-46

On June 26, 2014, in Order 2014-065, the Indiana Gaming Commission ("Commission") approved remittance of Two Thousand Four Hundred Dollars (\$2400.00) against John Doe #14-46 for the reason that John Doe #14-46 was a participant in the Voluntary Exclusion Program at the time John Doe #14-46 won a jackpot while in the gaming area of the Hoosier Park, LLC in Anderson, Indiana.

Subsequently, John Doe #14-46 timely filed with the Commission an appeal of Order 2014-065. Administrative Law Judge Michael Cook was assigned to the case. On November 11, 2014, Commission staff agreed to settle the appeal with John Doe #14-46. The settlement agreement was subsequently approved by the Administrative Law Judge.

After reviewing the foregoing and in accordance with Ind. Code § 4-21.5-3-29, the Commission hereby:

AFFIRMS

the Administrative Law Judge's Order. Pursuant to Ind. Code § 4-21.5-3-6, this Order will become effective fifteen days after it is served.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston Chair

ATTEST:

Joseph Sygtanoff, Secret

ORDER 2015-37 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT OF THE APPEAL OF THE VOLUNTARY EXCLUSION REMITTANCE OF JOHN DOE #14-84

On November 20, 2014, in Order 2014-191, the Indiana Gaming Commission ("Commission") approved remittance of One Thousand Four Hundred Eighteen Dollars (\$1418.00) against John Doe #14-84 for the reason that John Doe #14-84 was a participant in the Voluntary Exclusion Program at the time John Doe #14-84 won a jackpot while in the gaming area of the Blue Sky Casino, LLC d/b/a French Lick Casino in French Lick, Indiana.

Subsequently, John Doe #14-84 timely filed with the Commission an appeal of Order 2014-191. Administrative Law Judge Michael Cook was assigned to the case. On January 21, 2015, Commission staff agreed to settle the appeal with John Doe #14-84. The settlement agreement was subsequently approved by the Administrative Law Judge.

After reviewing the foregoing and in accordance with Ind. Code § 4-21.5-3-29, the Commission hereby:

AFFIRMS

the Administrative Law Judge's Order. Pursuant to Ind. Code § 4-21.5-3-6, this Order will become effective fifteen days after it is served.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph S**v**∉tanoff, Secretar

ORDER 2015-38 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE RENEWAL OF SUPPLIERS' LICENSES

In accordance with and subject to Ind. Code § 4-33, Ind. Code § 4-35, and 68 Ind. Admin. Code § 2-2, the Indiana Gaming Commission ("Commission") has previously issued permanent supplier's licenses to: (1) Bally Gaming, Inc.; (2) Data Financial, Inc.; (3) DEQ Systems Corp.; (4) Digideal Corp.; (5) Happ Controls, Inc.; (6) Interblock Luxury Gaming Products, d.d.; (7) International Game Technology; (8) Incredible Technologies, Inc.; (9) Midwest Game Supply Co.; (10) Patriot Gaming and Electronics, Inc.; (11) Southwest Surveillance Systems; (12) Technical Security Integration, Inc.; (13) TCS John Huxley Europe, Ltd.; and (14) WMS Gaming, Inc..

A supplier's license is valid for a period of one year. Further, in accordance with Ind. Code § 4-33-7-8, a supplier's license must be renewed annually along with the payment of Seven Thousand Five Hundred Dollars (\$7,500.00) as an annual renewal fee. Each of these licensees has requested renewal of licensure and paid the renewal fee. The Commission has determined that the above-named supplier licensees remain in substantial compliance with Ind. Code § 4-33 and are suitable to hold a supplier's license.

The Commission hereby **GRANTS** renewal of the licenses of each of the suppliers for a period of one year as specified below:

- 1) Bally Gaming, Inc.: valid March 30, 2015 to March 29, 2016;
- 2) Data Financial, Inc.: valid March 4, 2015 to March 3, 2016;
- 3) DEQ Systems Corp.: valid March 19, 2015 to March 18, 2016;
- 4) Digideal Corp.: valid March 17, 2015 to March 16, 2016;
- 5) Happ Controls, Inc.: valid March 20, 2015 to March 19, 2016;
- 6) Interblock Luxury Gaming Products, d.d.: valid March 19, 2015 to March 18, 2016;
- 7) International Game Technology: valid January 26, 2015 to January 25, 2016;
- 8) Incredible Technologies, Inc.: valid March 4, 2015 to March 3, 2016;
- 9) Midwest Game Supply Co.: valid March 27, 2015 to March 26, 2016;
- 10) Patriot Gaming and Electronics, Inc.: valid March 31, 2015 to March 30, 2016;
- 11) Southwest Surveillance Systems: valid March 15, 2015 to March 14, 2016;
- 12) Technical Security Integration, Inc.: valid March 17, 2015 to March 16, 2016;
- 13) TCS John Huxley Europe, Ltd.: valid March 19, 2015 to March 18, 2016; and
- 14) WMS Gaming, Inc.: valid March 17, 2015 to March 16, 2016.

Each licensee must notify the Commission of its desire to be considered for a subsequent license renewal at least thirty days before the expiration of the license.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA CAMING COMMISSION.

THE INDIANA GAMING COMMISSION:	Allest:
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Cris Johnston, Chair	Joseph vetanoff, Secretary

ORDER 2015-39 AN ORDER OF THE INDIANA GAMING COMMISSION CONCERNING THE PERMANENT SUPPLIER LICENSE OF ABS MONEY SYSTEMS, INC.

In accordance with and subject to Ind. Code §§ 4-33-7 and 4-35-6 and Title 68 of the Indiana Administrative Code, the Indiana Gaming Commission ("Commission") has completed its background and financial investigation of ABS Money Systems, Inc. ("ABS") and has determined that ABS is suitable to receive a Supplier's License.

The issuance of a Supplier's License to ABS is conditioned upon continued compliance with the following requirements:

- A) Full compliance with all relevant orders and resolutions issued by the Commission.
- B) Continued satisfaction of the suitability requirements set forth in Ind. Code §§ 4-33-7 and 4-35-6 and 68 Ind. Admin. Code § 2-2, along with continued compliance with Ind. Code §§ 4-33 and 4-35 and Title 68 of the Indiana Administrative Code.
- C) Submission of all necessary request(s) for renewal of the Supplier's License at least thirty days before expiration of the license along with timely payment of the renewal fee in accordance with 68 Ind. Admin. Code §§ 2-2-3 and -8.

The Commission has determined that ABS is substantially compliant with Ind. Code §§ 4-33 and 4-35 and is suitable to hold a supplier's license. In accordance with and subject to the conditions set forth herein, the Commission hereby

GRANTS

an annual Supplier's License to ABS for a period of one year from March 19, 2015 through March 18, 2016.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Secretary

ORDER 2015-40 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT ARISTOCRAT TECHNOLOGIES, INC. 15-ATI-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
ARISTOCRAT TECHNOLOGIES, INC.)	15-ATI-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Aristocrat Technologies, Inc. ("ATI") (collectively, the "Parties") desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

FINDINGS OF FACT

- 1. 68 IAC 17-1-1(f) states EPROMs shall be transported separately from the shipment of electronic gaming devices. If an electronic gaming device:
 - (1) is not being used by a casino licensee; and
 - (2) is being stored outside the casino; the EPROM shall be stored separately in a locked safe or the equivalent.
- 2. On November 10, 2014, a Gaming Agent worked on a slot move with a Slot Technician. The Agent noted that the communication board located inside an Aristocrat machine already had an SPC EPROM installed but not taped to the board. The SPC EPROM serves as a communication port between the electronic gaming device and the casino's main computer system and is considered secured software. On September 9, 2014, Aristocrat had shipped twenty (20) machines to Tropicana and all of them contained a board with the SPC EPROM. The Agent reviewed the request sent by Tropicana to Aristocrat and in the comment section it was requested that the machines be sent without secured software. Once the machines arrived at Tropicana, the Slot Technician Supervisor and Slot Bench Technician failed to notice the SPC EPROM when they inspected the interior of the machines. The machines were placed in the warehouse until November 10th when the machines were transferred to the casino floor.

TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of ATI by and through its agents as described in this Settlement Agreement ("Agreement") constitute a breach of the Commission's statute located at Indiana Code 4-33 and/or its rules located at 68

Indiana Administrative Code. The Commission and ATI hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against ATI. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

ATI shall pay to the Commission \$3,000 in settlement of the violations set forth in this Agreement. This Agreement extends only to violations and findings of fact specifically alleged in this Agreement. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described in this Agreement, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in this Agreement.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, ATI agrees to promptly remit payment in the amount of \$3,000 and waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and ATI.

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

Ernest E. Yelton, Executive Director

Indiana Gaming Comphission

Kathleen Worley

Director of Regulatory Compliance

3/04/15

Aristocrat Technologies, Inc.

Date

Date

ORDER 2015-41 AN ORDER CONCERNING DENAH BERGSTROM'S APPLICATION FOR PERMANENT OCCUPATIONAL LICENSE

The Commission has considered the following factors:

- 1. On or about January 14, 2015, Denah Bergstrom ("Applicant") applied for a Level 3 occupational license to work as an Envy Dancer at Caesars Riverboat Casino, LLC d/b/a Horseshoe Southern Indiana.
- 2. During the routine background investigation, Commission investigators discovered that Applicant had criminal history that Applicant failed to disclose on the application for licensure.
- 3. The Commission may not issue an occupational license to an individual unless the individual has met standards adopted by the Commission for the holding of an occupational license. Ind. Code § 4-33-8-3(4).
- 4. The Commission may refuse to issue an occupational license to an individual who does not disclose or states falsely any information required by the application. Ind. Code § 4-33-8-7(2).
- 5. An applicant for a Level 3 occupational license shall include the applicant's criminal history in his or her application. 68 Ind. Admin. Code § 2-3-4(f)(10).
- 6. As a result of the Applicant's failure to disclose Applicant's entire criminal history, the Executive Director determined that Applicant did not meet established standards for licensure and revoked Applicant's temporary identification badge and temporary license on March 3, 2015, pursuant to 68 Ind. Admin. Code § 2-3-5(b)(8)(A) and (B).
- 7. Any misrepresentation or omission made with respect to an application may be grounds for denial of the application. 68 Ind. Admin. Code § 2-3-4(b)(2).
- 8. If an applicant's temporary identification badge is revoked, the applicant shall not be permitted to work for any casino gambling operation at duties that are to be performed at the casino gambling operation. The application shall be forwarded to the Commission for action unless the applicant withdraws the application before Commission action. 68 Ind. Admin. Code § 2-3-5(b)(8)(C).
- 9. A person whose application for an occupational license has been denied may not reapply for an occupational license of the same or higher level for a period of one year from the date on which the Commission voted to deny the application without leave of the Commission. 68 Ind. Admin. Code § 2-3-7.

Having considered the foregoing, the Commission hereby **<u>DENIES</u>** Applicant's application for permanent licensure.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

ATTEST:

Cris Johnston, Chair

Joseph Svetanoff. Secretary

ORDER 2015-43 AN ORDER CONCERNING JIMONTAI LYLES' APPLICATION FOR PERMANENT OCCUPATIONAL LICENSE

The Commission has considered the following factors:

- 1. On or about January 7, 2015, Jimontai Lyles' ("Applicant") applied for a Level 3 occupational license to work as a Cook at Horseshoe Hammond, LLC.
- 2. During the routine background investigation, Commission investigators discovered that Applicant had criminal history that Applicant failed to disclose on the application for licensure.
- 3. The Commission may not issue an occupational license to an individual unless the individual has met standards adopted by the Commission for the holding of an occupational license. Ind. Code § 4-33-8-3(4).
- 4. The Commission may refuse to issue an occupational license to an individual who does not disclose or states falsely any information required by the application. Ind. Code § 4-33-8-7(2).
- 5. An applicant for a Level 3 occupational license shall include the applicant's criminal history in his or her application. 68 Ind. Admin. Code § 2-3-4(f)(10).
- 6. As a result of the Applicant's failure to disclose his entire criminal history, the Executive Director determined that Applicant did not meet established standards for licensure and revoked Applicant's temporary identification badge and temporary license on February 2, 2015, pursuant to 68 Ind. Admin. Code § 2-3-5(b)(8)(A) and (B).
- 7. Any misrepresentation or omission made with respect to an application may be grounds for denial of the application. 68 Ind. Admin. Code § 2-3-4(b)(2).
- 8. If an applicant's temporary identification badge is revoked, the applicant shall not be permitted to work for any casino gambling operation at duties that are to be performed at the casino gambling operation. The application shall be forwarded to the Commission for action unless the applicant withdraws the application before Commission action. 68 Ind. Admin. Code § 2-3-5(b)(8)(C).
- 9. A person whose application for an occupational license has been denied may not reapply for an occupational license of the same or higher level for a period of one year from the date on which the Commission voted to deny the application without leave of the Commission. 68 Ind. Admin. Code § 2-3-7.

Having considered the foregoing, the Commission hereby **<u>DENIES</u>** Applicant's application for permanent licensure.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

ATTEST:

Cris Johnston, Chair

Joseph/Svetanoff, Secretary

ORDER 2015-44 AN ORDER CONCERNING TAMARA RAPP'S APPLICATION FOR PERMANENT OCCUPATIONAL LICENSE

The Commission has considered the following factors:

- 1. On or about December 9, 2014, Tamara Rapp ("Applicant") applied for a Level 3 occupational license to work as a Cook at Horseshoe Hammond, LLC.
- 2. During the routine background investigation, Commission investigators discovered that Applicant had criminal history that Applicant failed to disclose on the application for licensure.
- 3. The Commission may not issue an occupational license to an individual unless the individual has met standards adopted by the Commission for the holding of an occupational license. Ind. Code § 4-33-8-3(4).
- 4. The Commission may refuse to issue an occupational license to an individual who does not disclose or states falsely any information required by the application. Ind. Code § 4-33-8-7(2).
- 5. An applicant for a Level 3 occupational license shall include the applicant's criminal history in his or her application. 68 Ind. Admin. Code § 2-3-4(f)(10).
- 6. As a result of the Applicant's failure to disclose Applicant's entire criminal history, the Executive Director determined that Applicant did not meet established standards for licensure and revoked Applicant's temporary identification badge and temporary license on February 2, 2015, pursuant to 68 Ind. Admin. Code § 2-3-5(b)(8)(A) and (B).
- 7. Any misrepresentation or omission made with respect to an application may be grounds for denial of the application. 68 Ind. Admin. Code § 2-3-4(b)(2).
- 8. If an applicant's temporary identification badge is revoked, the applicant shall not be permitted to work for any casino gambling operation at duties that are to be performed at the casino gambling operation. The application shall be forwarded to the Commission for action unless the applicant withdraws the application before Commission action. 68 Ind. Admin. Code § 2-3-5(b)(8)(C).
- 9. A person whose application for an occupational license has been denied may not reapply for an occupational license of the same or higher level for a period of one year from the date on which the Commission voted to deny the application without leave of the Commission. 68 Ind. Admin. Code § 2-3-7.

Having considered the foregoing, the Commission hereby **<u>DENIES</u>** Applicant's application for permanent licensure.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

ATTEST:

Cris Johnston/Chair

Joseph Svetanoff Secretary

ORDER 2015-45 AN ORDER CONCERNING SAMUEL SANDERS' APPLICATION FOR PERMANENT OCCUPATIONAL LICENSE

The Commission has considered the following factors:

- 1. On or about December 17, 2014, Samuel Sanders ("Applicant") applied for a Level 3 occupational license to work as a Bar Porter at Horseshoe Hammond Casino.
- 2. During the routine background investigation, Commission investigators discovered that Applicant had criminal history that Applicant failed to disclose on the application for licensure.
- The Commission may not issue an occupational license to an individual unless the individual has met standards adopted by the Commission for the holding of an occupational license. Ind. Code § 4-33-8-3(4).
- 4. The Commission may refuse to issue an occupational license to an individual who does not disclose or states falsely any information required by the application. Ind. Code § 4-33-8-7(2).
- 5. An applicant for a Level 3 occupational license shall include the applicant's criminal history in his or her application. 68 Ind. Admin. Code § 2-3-4(f)(10).
- 6. As a result of the Applicant's failure to disclose Applicant's entire criminal history, the Executive Director determined that Applicant did not meet established standards for licensure and revoked Applicant's temporary identification badge and temporary license on March 3, 2015, pursuant to 68 Ind. Admin. Code § 2-3-5(b)(8)(A) and (B).
- 7. Any misrepresentation or omission made with respect to an application may be grounds for denial of the application. 68 Ind. Admin. Code § 2-3-4(b)(2).
- 8. If an applicant's temporary identification badge is revoked, the applicant shall not be permitted to work for any casino gambling operation at duties that are to be performed at the casino gambling operation. The application shall be forwarded to the Commission for action unless the applicant withdraws the application before Commission action. 68 Ind. Admin. Code § 2-3-5(b)(8)(C).
- 9. A person whose application for an occupational license has been denied may not reapply for an occupational license of the same or higher level for a period of one year from the date on which the Commission voted to deny the application without leave of the Commission. 68 Ind. Admin. Code § 2-3-7.

Having considered the foregoing, the Commission hereby **<u>DENIES</u>** Applicant's application for permanent licensure.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION: ATTEST:

Cris Johnston, Chair Joseph Svetanoff, Secretar

ORDER 2015-46 AN ORDER CONCERNING CHRISTOPHER WAGNER'S APPLICATION FOR PERMANENT OCCUPATIONAL LICENSE

The Commission has considered the following factors:

- 1. On or about November 25, 2014, Christopher Wagner ("Applicant") applied for a Level 2 occupational license to work as a Dealer at Horseshoe Hammond, LLC.
- 2. During the routine background investigation, Commission investigators discovered that Applicant had criminal history that Applicant failed to disclose on the application for licensure.
- 3. The Commission may not issue an occupational license to an individual unless the individual has met standards adopted by the Commission for the holding of an occupational license. Ind. Code § 4-33-8-3(4).
- 4. The Commission may refuse to issue an occupational license to an individual who does not disclose or states falsely any information required by the application. Ind. Code § 4-33-8-7(2).
- 5. An applicant for a Level 2 occupational license shall include the applicant's criminal history in his or her application. 68 Ind. Admin. Code § 2-3-4(e)(14).
- 6. As a result of the Applicant's failure to disclose his entire criminal history, the Executive Director determined that Applicant did not meet established standards for licensure and revoked Applicant's temporary identification badge and temporary license on February 2, 2015, pursuant to 68 Ind. Admin. Code § 2-3-5(b)(8)(A) and (B).
- 7. Any misrepresentation or omission made with respect to an application may be grounds for denial of the application. 68 Ind. Admin. Code § 2-3-4(b)(2).
- 8. If an applicant's temporary identification badge is revoked, the applicant shall not be permitted to work for any casino gambling operation at duties that are to be performed at the casino gambling operation. The application shall be forwarded to the Commission for action unless the applicant withdraws the application before Commission action. 68 Ind. Admin. Code § 2-3-5(b)(8)(C).
- 9. A person whose application for an occupational license has been denied may not reapply for an occupational license of the same or higher level for a period of one year from the date on which the Commission voted to deny the application without leave of the Commission. 68 Ind. Admin. Code § 2-3-7.

Having considered the foregoing, the Commission hereby **<u>DENIES</u>** Applicant's application for permanent licensure.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

ATTEST:

Cris Johnston, Chair

Joseph Syetanoff Secretary

ORDER 2015-47 AN ORDER CONCERNING DEBORAH BOOKER'S APPLICATION FOR PERMANENT OCCUPATIONAL LICENSE

The Commission has considered the following factors:

- 1. On or about August 21, 3013, Deborah Booker ("Applicant") applied for a Level 2 occupational license to work as a Cage Cashier at Horseshoe Hammond.
- 2. The Commission may not issue an occupational license to an individual unless the individual has met standards adopted by the Commission for the holding of an occupational license. Ind. Code § 4-33-8-3(4).
- 3. Any misrepresentation or omission made with respect to an application may be grounds for denial of the application. 68 Ind. Admin. Code § 2-3-4(b)(2).
- 4. An applicant for a Level 2 occupational license must submit the original application and all requested materials to the Commission. 68 Ind. Admin. Code § 2-3-4(b)(4).
- 5. An applicant must comply with all requests for information, documents, or other materials relating to the applicant and applicant's application during the investigation conducted by the Commission. 68 Ind. Admin. Code § 2-3-5(b)(9).
- 6. 68 Ind. Admin. Code § 2-3-5(b)(8)(A), grants the Executive Director authority to revoke an applicant's temporary license and badge if the Executive Director determines that the background investigation reveals that an applicant is not suitable for licensure.
- 7. As a result of the background investigation, the Executive Director determined that Applicant did not meet the established standards for licensure and revoked Applicant's temporary identification badge and temporary identification license on March 9, 2015, pursuant to 68 Ind. Admin. Code § 2-3-5(b)(8)(A).
- 8. If an applicant's temporary identification badge is revoked, the applicant shall not be permitted to work for any casino gambling operation at duties that are to be performed at the casino gambling operation. The application shall be forwarded to the Commission for action unless the applicant withdraws the application before Commission action. 68 Ind. Admin. Code § 2-3-5(b)(8)(C).
- 9. A person whose application for an occupational license has been denied may not reapply for an occupational license of the same or higher level for a period of one year from the date on which the Commission voted to deny the application without leave of the Commission. 68 Ind. Admin. Code § 2-3-7.

Having considered the foregoing, the Commission hereby **<u>DENIES</u>** Applicant's application for permanent licensure.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

ATTEST:

Cris Johnston, Chair

Joseph Svetanoff, Secretary

ORDER 2015-49 AN ORDER CONCERNING SARAH FULLER'S APPLICATION FOR PERMANENT OCCUPATIONAL LICENSE

The Commission has considered the following factors:

- 1. On or about November 14, 2014, Sarah Fuller ("Applicant") applied for a Level 3 occupational license to work as an Usher at Horseshoe Hammond, LLC.
- 2. The Commission may not issue an occupational license to an individual unless the individual has met standards adopted by the Commission for the holding of an occupational license. Ind. Code § 4-33-8-3(4).
- 3. 68 Ind. Admin. Code § 2-3-5(b)(8)(A), grants the Executive Director authority to revoke an applicant's temporary license and badge if the Executive Director determines that the background investigation reveals that an applicant is not suitable for licensure.
- 4. As a result of the background investigation, the Executive Director determined that Applicant did not meet the established standards for licensure and revoked Applicant's temporary identification badge and temporary license on February 15, 2015, pursuant to 68 Ind. Admin. Code § 2-3-5(b)(8)(A).
- 5. If an applicant's temporary identification badge is revoked, the applicant shall not be permitted to work for any casino gambling operation at duties that are to be performed at the casino gambling operation. The application shall be forwarded to the Commission for action unless the applicant withdraws the application before Commission action. 68 Ind. Admin. Code § 2-3-5(b)(8)(C).
- 6. A person whose application for an occupational license has been denied may not reapply for an occupational license of the same or higher level for a period of one year from the date on which the Commission voted to deny the application without leave of the Commission. 68 Ind. Admin. Code § 2-3-7.

Having considered the foregoing, the Commission hereby **<u>DENIES</u>** Applicant's application for permanent licensure.

ATTEST:

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

	and Copp
Cris Johnston, Chair	Joseph Svetanoff, Secretary

ORDER 2015-50 AN ORDER OF THE INDIANA GAMING COMMISSION REGARDING THE REQUEST FOR WAIVER OF FELONY DISQUALIFICATION OF BRIAN FARMER

The Indiana Gaming Commission having considered this matter hereby:

(ADOPTS) REJECTS

the findings of facts and recommendations of the hearing officer and thereby:

APPROVES// REJECTS

the application for felony waiver as to the felonies disclosed on Brian Farmer's February 13, 2015 felony waiver application.

If approved, the felony waiver is only for a **LEVEL 2** license to work as the General Manager of Hoosier Park's Winner's Circle located in New Haven, Indiana. Mr. Farmer may receive a temporary license and be issued a permanent license upon a satisfactory completion of a routine licensing investigation and background check. A new application for waiver must be made separately to the Commission upon transfer, promotion, or job title change.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston Chair

ATTEST:

Joseph Swetanoff, Segretary

ORDER 2015-51 AN ORDER OF THE INDIANA GAMING COMMISSION PROSPECTIVELY RENEWING THE GAMBLING GAME LICENSE OF HOOSIER PARK, LLC

In accordance with and subject to Ind. Code § 4-35 and Title 68 of the Indiana Administrative Code, the Indiana Gaming Commission ("Commission") issued a gambling game license to Hoosier Park, LP, a whollyowned subsidiary of Centaur, Inc., effective March 31, 2008. The Commission approved the transfer of Hoosier Park, LP's gambling game license to Hoosier Park, LLC ("Hoosier Park") by Order 2011-188 effective September 15, 2011. Pursuant to Ind. Code § 4-35-5-4, the license is required to be renewed five years after the effective date of the license and must be renewed annually thereafter.

On February 6, 2015, the Commission received Hoosier Park's request for renewal of its gambling game license and payment of its annual fee.

On March 20, 2014, by Order 2014-54, the Commission approved Hoosier Park's written request for power of attorney identifying John Gambs as its trustee in waiting. Further, Order 2014-54 stated that this power of attorney would expire "upon the effectiveness of a subsequent Commission order that either: (1) addresses the renewal of Hoosier Park's gambling game license; or (2) modifies or withdraws the approval of Mr. Gambs." On February 6, 2015, the Commission received Hoosier Park's indication in writing that it desires to continue to have Mr. Gambs as its trustee in waiting.

COMMISSION ACTION

Pursuant to Ind. Code § 4-35-5-4, the Commission has found that Hoosier Park has substantially complied with the directives of Ind. Code § 4-35 and Title 68 of the Indiana Administrative Code; therefore, Hoosier Park is suitable to hold a gambling game license. The Commission **GRANTS** renewal of Hoosier Park's gambling game license for a period of one year subject to substantial compliance with all properly applicable state and local laws, including but not limited to Commission regulations, resolutions, orders, and other directives relating to the gambling game license, and to the lawful operation or conduct of gaming in Indiana. The renewal of the gambling game license is valid for a period of one year from March 31, 2015 through March 30, 2016.

Furthermore, the Commission **GRANTS** renewal of its approval of the written power of attorney identifying Mr. Gambs as trustee for Hoosier Park. The renewal of the Commission's approval expires upon the effectiveness of a subsequent Commission order that either (1) addresses the renewal of Hoosier Park's gambling game license; or (2) modifies or withdraws the renewal of its approval as granted herein.

According to Ind. Code § 4-21.5-3, this order is effective fifteen days after the order is served.

IT IS SO ORDERED THIS THE 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

ATTEST:

Cris Johnston Chair

Joseph/Svetanoff, Secretary

ORDER 2015-52

AN ORDER OF THE INDIANA GAMING COMMISSION PROSPECTIVELY RENEWING THE GAMBLING GAME LICENSE OF CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND RACING & CASINO

In accordance with and subject to Ind. Code § 4-35 and Title 68 of the Indiana Administrative Code, the Indiana Gaming Commission ("Commission") issued a gambling game license to Indianapolis Downs, LLC effective March 31, 2008. The Commission approved transfer of ownership from Indianapolis Downs, LLC to Centaur Acquisition, LLC d/b/a Indiana Grand Racing & Casino ("Indiana Grand") by Order 2013-1 effective February 20, 2013. Pursuant to Ind. Code § 4-35-5-4, the license is required to be renewed five years after the effective date of the license and annually subsequently thereafter.

On February 6, 2015, the Commission received Indiana Grand's request for renewal of its gambling game license and payment of its annual renewal fee.

On March 20, 2014, by Order 2014-55, the Commission approved Indiana Grand's written request for power of attorney identifying Trinity Hill Group, LLC ("Trinity Hill Group") as its trustee in waiting. Further, Order 2014-55 stated that this power of attorney would expire "upon the effectiveness of a subsequent Commission order that either: (1) addresses the renewal of Indiana Grand's gambling game license; or (2) modifies or withdraws the renewal of its approval as granted herein." On February 6, 2015, the Commission received Indiana Grand's indication in writing that it desires to continue to have Mr. Dingman of Trinity Hill Group as its trustee in waiting.

COMMISSION ACTION

Pursuant to Ind. Code § 4-35-5-4, the Commission has found that Indiana Grand has substantially complied with the directives of Ind. Code § 4-35 and Title 68 of the Indiana Administrative Code; therefore, Indiana Grand is suitable to hold a gambling game license. The Commission **GRANTS** renewal of Indiana Grand's gambling game license for a period of one year subject to substantial compliance with all properly applicable state and local laws, including but not limited to Commission regulations, resolutions, orders, and other directives relating to the gambling game license, and to the lawful operation or conduct of gaming in Indiana. The renewal of the gambling game license is valid for a period of one year from March 31, 2015 through March 30, 2016.

Furthermore, the Commission **GRANTS** renewal of its approval of the written power of attorney identifying Mr. Dingman of Trinity Hill Group as trustee for Indiana Grand. The renewal of the Commission's approval expires upon the effectiveness of a subsequent Commission order that either (1) addresses the renewal of Indiana Grand's gambling game license; or (2) modifies or withdraws the renewal of its approval as granted herein.

According to Ind. Code § 4-21.5-3, this order is effective fifteen days after the order is served.

IT IS SO ORDERED THIS THE 19^{th} DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

ATTEST:

Cris Johnston Chair

Joseph Syetanoff, Secretary

ORDER 2015-53 AN ORDER OF THE INDIANA GAMING COMMISSION MODIFYING THE POWER OF ATTORNEY OF HORSESHOE HAMMOND, LLC

In accordance with Ind. Code § 4-33-6-22(d), Horseshoe Hammond, LLC ("Horseshoe Hammond"), which holds a casino owner's license, has petitioned the Indiana Gaming Commission ("Commission") to modify its Power of Attorney. The Commission approved Horseshoe Hammond's existing Power of Attorney, which named Charles Atwood as trustee in waiting, in Commission Order 2014-129.

Horseshoe Hammond has petitioned to enter into a new Power of Attorney, which would name Thomas A. Thanas ("Mr. Thanas") as its trustee in waiting, and would replace the existing Power of Attorney. Horseshoe Hammond and Mr. Thanas have executed a Power of Attorney memorializing the terms and conditions of this designation and appointment.

The Commission hereby **APPROVES** the Power of Attorney, including all exhibits thereto.

The Commission also expressly delegates to the Executive Director its sole authority to authorize written amendments to the Power of Attorney as allowed under Ind. Code § 4-33-6-22(d), Ind. Code § 4-33-21, and the terms of the Power of Attorney, on the condition that the Executive Director bring any authorizations for material amendments to the Commission for ratification. All written amendments authorized by the Executive Director, including those also ratified by the Commission, shall be incorporated into this order.

This order expires upon the effectiveness of a subsequent Commission order that either: (1) addresses the renewal of Horseshoe Hammond's casino owner's license; or (2) modifies or withdraws the approval granted herein.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Secretary

ORDER 2015-54 AN ORDER OF THE INDIANA GAMING COMMISSION MODIFYING THE POWER OF ATTORNEY OF CAESARS RIVERBOAT CASINO, LLC d/b/a HORSESHOE SOUTHERN INDIANA

In accordance with Ind. Code § 4-33-6-22(d), Caesars Riverboat Casino, LLC d/b/a Horseshoe Southern Indiana ("Horseshoe Southern"), which holds a casino owner's license, has petitioned the Indiana Gaming Commission ("Commission") to modify its Power of Attorney. The Commission approved Horseshoe Southern's existing Power of Attorney, which named Charles Atwood as trustee, in Commission Order 2014-236.

Horseshoe Southern has petitioned to enter into a new Power of Attorney, which would name Thomas A. Thanas ("Mr. Thanas") as its trustee in waiting, and would replace the existing Power of Attorney. Horseshoe Southern and Mr. Thanas have executed a Power of Attorney memorializing the terms and conditions of this designation and appointment.

The Commission hereby **APPROVES** the Power of Attorney, including all exhibits thereto.

The Commission also expressly delegates to the Executive Director its sole authority to authorize written amendments to the Power of Attorney as allowed under Ind. Code § 4-33-6-22(d), Ind. Code § 4-33-21, and the terms of the Power of Attorney, on the condition that the Executive Director bring any authorizations for material amendments to the Commission for ratification. All written amendments authorized by the Executive Director, including those also ratified by the Commission, shall be incorporated into this order.

This order expires upon the effectiveness of a subsequent Commission order that either: (1) addresses the renewal of Horseshoe Southern's casino owner's license; or (2) modifies or withdraws the approval granted herein..

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Secreta

ORDER 2015-55 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT AMERISTAR CASINO EAST CHICAGO, LLC 15-AS-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Stetanoff, Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
) SE	TTLEMENT
AMERISTAR CASINO EAST)	15-AS-01
CHICAGO, LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Ameristar Casino East Chicago, LLC ("Ameristar"), (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. 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.
- 2. On December 31, 2014, a Gaming Agent was contacted by a Security Supervisor regarding an underage person allowed on the casino floor. The underage person was not asked for identification prior to entering the casino on two separate occasions that same day.

TERMS AND CONDITIONS

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

Ameristar shall pay to the Commission \$4,500 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, Ameristar agrees to promptly remit payment in the amount of \$4,500 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 Ameristar.

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

3.9.15

Date

Matthew Schuffert, VP/GM Ameristar Casino East Chicago, LLC

ORDER 2015-56 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT BELTERRA RESORT INDIANA, LLC d/b/a BELTERRA CASINO RESORT 15-BT-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COM	MISSIO
an John	
Cris Johnston, Chair	
ATTEST:	
CH Ch	
Joseph Systanoff, Secretary	

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
BELTERRA CASINO AND RESORT)	15-BT-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Belterra Casino and Resort ("Belterra") (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 2-6-40 states (a) Each progressive controller linking two (2) or more progressive electronic gaming devices must be housed in a double keyed compartment in a location approved by the executive director. All keys must be maintained in accordance with 68 IAC 11-7.
 - (b) The executive director or the executive director's designee must be in possession of one (1) of the keys.
 - (c) A list of the occupational licensees having access to a progressive controller must be submitted to the executive director and updated continually.
 - (d) A progressive controller entry authorization log must be maintained within each controller. The log shall be on a form prescribed by the commission and completed by an individual gaining entrance to the controller.
 - (e) Security restrictions must be submitted in writing to the executive director for approval at least sixty (60) days before their enforcement. All restrictions approved by the executive director will be made on a case-by-case basis in the case of a stand-alone progressive where the controller is housed in the logic area.
- 2. On December 20, 2014, two Gaming Agents were with Slot Technicians working on a slot machine in a progressive bank of machines. It was necessary to access the progressive controller area for the bank to complete the work. The Agents observed that the security door was unlocked with only one key. Also, there was no MEAL book for the progressive controller access. The Agents checked each progressive controller in the casino and found one missing a MEAL book and one that was accessed with only a slot employee key. While all of the security doors had two locks on them, two of the doors were able to be unlocked using one key.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Belterra by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and/or Belterra's approved internal control procedures. The Commission and Belterra hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Belterra. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Belterra shall pay to the Commission \$2,500 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, Belterra agrees to promptly remit payment in the amount of \$2,500 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 Belterra.

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

Date

Sue Ascanio, General Manager Belterra Casino and Resort

Date

ORDER 2015-57 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT BLUE CHIP CASINO, LLC 15-BC-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Segretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
) SETTLEME	NT
BLUE CHIP CASINO, LLC) 15-BC	-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Blue Chip Casino, LLC ("Blue Chip") (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 11-1-2 states the procedures of the internal control system are designed to ensure the following:
 - (1) Assets of the casino licensee are safeguarded.
 - (2) The financial records of the casino licensee are accurate and reliable.
- 2. In a waiver request sent to the Commission on October 7, 2014, regarding the carpet replacement, the casino stated that the casino would perform bill validator drops on the affected electronic gaming devices ("EGDs") for each section of the carpet install starting each evening at approximately 2200 hours. On normal drop days, the team will drop only the EGDs that are in the section being prepared for new carpet and any applicable section that will serve as the storage area.
- 3. On November 7, 2014, a Gaming Agent was informed by the Compliance Manager that 34 slot machines moved on November 6, 2014 for the carpet installation did not have the bill validator boxes dropped prior to the move. A further investigation revealed there were actually 37 machines that had not had their bill validators dropped. Later the same day, the casino discovered that an additional 10 machines did not have their bill validators dropped prior to being moved. There was a combined total of approximately \$43,000 in cash and tickets.

COUNT II

4. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Blue Chip Internal Control J-7 all vendors/visitors must wear in a conspicuous location,

the Vendor/Visitor badge issued by the Security department while on the vessel. Internal Control J-8 states minors are prohibited from gaining entrance to the vessel.

5. On November 7, 2014, a Gaming Agent was notified by a Security Manager that an underage vendor had been on the vessel. Two vendors had been using a loading door at the north end of the vessel to deliver carpet padding for the carpet replacement project. The door became blocked by another truck and the two vendors were directed to go to the vessel boarding gate where a Security Officer was stationed. The Security Officer issued a vendor badge to each of the vendors. The Security Officer later realized that one of the vendor's was only 20 years of age. The underage vendor received the badge at 1240 hours and returned it at 0147 hours. The underage vendor had left by the time the Gaming Agent was notified. The underage vendor did not enter the gaming areas of the vessel, but remained in the hold while on the vessel.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Blue Chip by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and/or Blue Chip's approved internal control procedures. The Commission and Blue Chip hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Blue Chip. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Blue Chip shall pay to the Commission a settlement 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 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, Blue Chip 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 Blue Chip.

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

3.4.15

Date

Lief Prickson, V.P. and Gen. Mgr.

2-20-15

Blue Chip Casino, LLC

Date

ORDER 2015-58 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT BLUE SKY CASINO, LLC d/b/a FRENCH LICK CASINO 15-FL-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston Chair

ATTEST:

Joseph/Svetanoff, Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
FRENCH LICK RESORT • CASINO)	15-FL-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and French Lick Resort Casino ("French Lick") (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 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.
- 2. On October 26, 2014, a Gaming Agent was contacted by a Security Officer regarding an underage person who was allowed to enter the casino. The underage person was a member of the band that played in the casino and was given a vendor's badge by a Security Officer. The Security Officer was disciplined.

COUNT II

- 3. 68 IAC 11-4-2(a) states in accordance with 68 IAC 11-1, the riverboat licensee shall submit internal control procedures covering:
 - (1) live gaming device inventory; and
 - (2) the opening and closing of a live gaming device.
 - (b) The live gaming device inventory of chips and tokens shall be maintained in a tray, which is covered with a transparent, locking lid when the live gaming device is closed. The opener shall be placed inside the transparent locking lid and the information on the opener shall be visible from the outside of the cover.
- 4. French Lick Internal Control K5 states that surveillance will be notified that Table Games will conduct inventory of closed games. A Table Games Manager or designee will unlock the float lid and visually inspect the chip denominations to verify the opener (yellow copy) of the Table Inventory Slip against the physical count. Totals will be recorded on a Table Games Daily Transfer Log Unopened

Games and forwarded to revenue audit on a daily basis. A Table Games Manager shall not exceed six (6) days between complete, open float, physical inventories conducted on all un-open games.

5. On October 18, 2014, a Gaming Agent performed a random pit check and noticed that the chip count on table BJ303 was incorrect. The amount for the \$1 value chips on the inventory paperwork was ten dollars over the actual amount in the float. The table had been closed at 0145 hours on October 12, 2014 and had not been opened since that date. According to the Table Games Daily Transfer Log of Unopened Games, the chips were verified on October 17, 2014 by a Shift Manager who noted the incorrect amount of \$1 chips.

COUNT III

- 6. 68 IAC 2-3-9.2 (b) 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 forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
- 7. On September 17, 2014, a Gaming Agent was contacted by an HR Generalist regarding a Cook being terminated on July 17, 2014. The termination papers had been filled out but had not been given to the Gaming Agents.

TERMS AND CONDITIONS

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

French Lick shall pay to the Commission a total of \$11,000 (\$4,500 for Count I; \$4,500 for Count II and \$2,000 for Count III) 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, French Lick agrees to promptly remit payment in the amount of \$11,000 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 French Lick.

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

3.9.15

Date

Chris Leininger General Manager French Lick Resort Casino

Date

ORDER 2015-59 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT INDIANA GAMING COMPANY, LLC d/b/a HOLLYWOOD CASINO LAWRENCEBURG 15-HW-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Swetanoff, Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, LLC)	15-HW-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Indiana Gaming Company, LLC. ("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. 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.
- 2. On December 7, 2014, a Gaming Agent was contacted by Security Dispatch regarding three patrons suspected of attempting to enter the casino with false identifications. One of the patrons was found to be underage and had been allowed to enter the casino on three separate occasions. The picture on the identification the minor presented did not look like the minor.

COUNT II

- 3. 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.
- 4. 68 IAC 10-10-7(f) states after each stack of cards is dealt, the dealer must reshuffle the cards so that they are randomly intermixed. A reshuffle of cards must take place after the cutting card is reached.

5. On November 2, 2014, a Gaming Agent was notified by Security that at an EZ Bac table an eight deck shoe of cards was played with fourteen (14) cards missing. The Agent reviewed the video coverage and found the Dealer removed the purple backed cards from the side of the shuffle machine where cards are placed to be shuffled, leaving fourteen (14) cards on that side of the machine. The Dealer then placed the eight decks of brown backed cards on top of the fourteen (14) purple backed cards and pressed the button to start the shuffle of the cards. The purple backed cards minus the fourteen (14) cards, still in the shuffler, were dealt. Given that these cards were removed from the "to be shuffled" area of the machine, the cards were put into play without being shuffled. A Floor Supervisor witnessed this transaction of the cards. The red light on the shuffle machine lit up during the play of the purple backed cards, indicating that there was an error in the count of the brown backed cards in the shuffler. The Dealer removed the brown backed cards from the shuffler, placed the cards in the shoe and proceeded to deal. When the Dealer pulled the purple backed cards from the shoe, she realized there was a problem.

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 a total of \$11,500 (\$9,000 for Count I and \$2,500 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, Hollywood agrees to promptly remit payment in the amount of \$11,500 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

3.9.15

Date

G. Scott Saunders, General Manager Indiana Gaming Company, LLC

Date

ORDER 2015-60 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT HOOSIER PARK, LLC 15-HP-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Wetanoff, Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK LLC.: CENTAUR, INC.)	15-HP-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Hoosier Park LLC: Centaur, Inc. ("Hoosier Park"), (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 2-3-9.2 (b) 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 forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.

2. On November 17, 2014, a Gaming Agent received a Separation from Service or Suspension form for two employees from the Human Resources Department. The Agent noted that one of the employees had been terminated on November 12, 2013 and one terminated on December 20, 2013.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Hoosier Park by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and/or Hoosier Park's approved internal control procedures. The Commission and Hoosier Park hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Hoosier Park. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Hoosier Park shall pay to the Commission a total of \$4,000.00 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 Hoosier Park. 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, Hoosier Park agrees to promptly remit payment in the amount of \$4,000.00 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 Hoosier Park.

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

2015

Date

Jahnae Erpenbach, General Manager

Hoosier Park

ORDER 2015-61 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT HORSESHOE HAMMOND, LLC 15-HH-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Syetanoff, Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
HORSESHOE HAMMOND, LLC)	15-HH-01
·)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Horseshoe Hammond, LLC ("Horseshoe") (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. 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.
- 2. On August 14, 2014, a Gaming Agent was contacted by a Security Supervisor regarding a possible invalid identification ("ID"). The Security Supervisor told the Agent that the person who presented the ID had left the casino leaving the ID behind. The Agent proceeded to the security podium to look at the ID. The Agent noted that the ID was fraudulent due to the photograph of the person being too large, the top of the head was cut off and looked as if the picture had been cut and pasted from another photograph. Also the holographic image was not correct for the state the license was from. When the person who presented the ID returned, with an older female, to ask for the ID back the Agent spoke to them. During the conversation it was discovered that the person was underage and had entered the casino on August 8, 2014 using the same ID. The Agent observed video coverage from August 8, 2014 and confirmed that the minor was allowed to enter the casino.

TERMS AND CONDITIONS

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

Horseshoe shall pay to the Commission a settlement of \$4,500 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 Horseshoe. 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, Horseshoe agrees to promptly remit payment in the amount of \$4,500 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 Horseshoe.

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

3.9.15

Date

Dan Nita, General Manager Horseshoe Hammond, LLC

Date

ORDER 2015-62 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT CAESARS RIVERBOAT CASINO, LLC d/b/a HORSESHOE SOUTHERN INDIANA 15-CS-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Wetanoff Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	15-CS-01
d/b/a HORSESHOE CASINO HOTEL)	
SOUTHERN INDIANA	,	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Caesars Riverboat Casino, LLC d/b/a Horseshoe Casino Hotel Southern Indiana ("Horseshoe South"), (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 15-5-9(b) states the casino licensee shall prepare and submit the Form RG-2 to the commission office in Indianapolis, Indiana not later than five (5) days after the end of a calendar month.
- 2. 68 IAC 15-5-2(d) states the casino licensee shall be required to file a Form RG-1 and remit the tax imposed by IC 4-33-13 to the department before the close of the business day following the day the wagers are made. In addition, a copy of Form RG-1 shall be filed with the commission.
- 3. In July of 2007 a memo was sent to the General Manager regarding the late filing of RG-1s and RG-2s indicating that the fine for late filings of these two forms should be consistent. For the most part the fine will be as follows: Each casino will be given one late filing per fiscal calendar year. The second late filing will result in a \$5,000 fine, the third \$10,000, the fourth \$15,000 and so on. The fines will be based on a rolling six month period. The Commission understands that at times extraordinary circumstances can arise that prevent the timely filing of the RG-1 and RG-2 and will take it under consideration when reviewing late filings.
- 4. On August 6, 2014, the IGC Deputy Director of Audit sent an email to the IGC Director of Compliance regarding a late filing of the RG-2 for the month of July 2014. Also, on November 3, 2014 an email was sent due to the RG-1 for gaming day October 29, 2014 being submitted late.

TERMS AND CONDITIONS

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

Horseshoe South shall pay to the Commission a total of \$5,000 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, Horseshoe South agrees to promptly remit payment in the amount of \$5,000 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 Horseshoe South.

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/Comphission

Date

John D. Smith, General Manager

Caesars Riverboat Casino, LLC

Date

ORDER 2015-63 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND RACING & CASINO 15-IG-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston Chair

ATTEST:

Joseph Syletanoff, Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
CENTAUR ACQUISITION, LLC)	15-IG-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Centaur Acquisition, LLC ("Indiana Grand"), (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 IC 4-35-7-2 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 racetrack where gambling games are conducted.
- 2. On November 6, 2014, a Gaming Agent was notified by a Security Shift Supervisor of a possible underage person on the casino floor. A surveillance review showed that a Security Officer had examined the ID of the underage person before allowing him onto the casino floor.

COUNT II

- 3. 68 IAC 15-6-4(a) states the casino licensee's security department shall maintain a vendor and visitor log on forms prescribed or approved by the commission.
 - (b) Vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
 - (c) Vendors and visitors in the casino may not participate in a gambling game.
 - (d) Vendors and visitors in the casino must wear, in a conspicuous location, a badge issued by the security department.
 - (e) The vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are

- returned to the security department and accounted for when the vendor or visitor exits the casino.
- (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
- 4. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Indiana Grand Internal Control 8-7: Temporary and Other Badges, Page 3, 1 and 2, all visitors entering the Casino and other restricted areas will be required to wear a visitor badge. All visitors entering the casino will be required to be escorted by a representative from the casino.
- 5. On October 3, 2014, a Gaming Agent was outside the Commission office and noticed that the Hoosier Park Quality Assurance Manager ("HPQAM") was walking from the back of the house entrance with the VP/Assistant General Manager. The Agent checked the Executive Visitor Badge Log ("Log") and it showed that the HPQAM had signed the log. On October 4, 2014, the Agent saw the HPQAM on the second floor wearing his visitor's badge. On October 5, 2014, the Agent reviewed the Log and found there was no entry for the HPQAM for October 4th or 5th. The Agent also reviewed the activities of the HPQAM and found that he had been on the gaming floor without an escort as required in the Indiana Grand internal controls. The Agent also reviewed the most current page of the Log and found several errors. The errors consisted of missing dates, times, employee names, badge number issued and no return information recorded. On September 24, 2014, badge number 2 was issued and there was no entry log of it being returned; however, on October 5, 2014, the Agent noticed that the badge was present.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Indiana Grand by and through its agents as described herein constitute a breach of IC 4-35, 68 IAC or Indiana Grand's approved internal control procedures. The Commission and Indiana Grand hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Indiana Grand. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Indiana Grand shall pay to the Commission a total of \$4,500 (\$3,000 for Count I and \$1,500 for Count II) and a corrective action plan outlining how the casino will maintain the security of the VEP list, including the casino employees who will receive the list, 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 Grand. 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 Grand agrees to promptly remit payment in the amount of \$4,500, submit a corrective action plan outlining how the casino will maintain the security of the VEP list, including the casino employees who will receive the list 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 Grand.

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

20

Date

Jim Brown, COO and General Manager Indiana Grand

 $\frac{2/19/15}{\text{Date}}$

ORDER 2015-64 AN ORDER OF THE INDIANA GAMING COMMISSION IN RE SETTLEMENT AGREEMENT THE MAJESTIC STAR CASINO, LLC 15-MS-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 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Svetanoff, Secretary