

**ORDER 2008-99
IN RE SETTLEMENT AGREEMENT
INDIANA GAMING COMPANY, L.P.
08-AR-03**

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

Approves
APPROVES OR DISAPPROVES

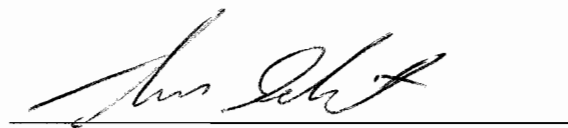
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2008.

THE INDIANA GAMING COMMISSION:


William Barrett, Chair

ATTEST:


Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INDIANA GAMING COMPANY, L.P.)	08-AR-03
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Indiana Gaming Company, L.P. (“Argosy”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

COUNT I

1. Pursuant to 68 IAC 11-1-6(b) failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. Argosy Accounting and Internal Controls, Section N: Accepting and Accounting for Tips, Part III: Electronic Gaming Devices states that at the end of each gaming day or at other times deemed necessary, at least two occupational licensees will notify surveillance. With security they will collect the tip boxes and transfer them to the Token Box Storage Cabinet or transfer them directly to the designated count area.
2. On February 7, 2008, the slot token drop was not done.
3. On February 8 and 9, 2008, there was only one Slot Attendant doing the slot token drop with the Security Officer.

COUNT II

4. 68 IAC 14-7-4 (1) states when a roulette table is not open for gaming activity, the roulette wheel shall be secured by: (1) placing a cover over the entire wheel; (2) securely locking the cover to the roulette table.

5. On February 22, 2008 at 08:30, a Gaming Agent discovered a roulette wheel cover was left unsecured. After reviewing the surveillance coverage, the Agent discovered that at 16:26 hours the table was temporarily closed by the Table Games Supervisor. The cover was placed over the wheel, but the pins were not put in place to lock it. At 02:00, another Table Games Supervisor closed the table for the gaming day but also failed to lock the wheel.

COUNT III

6. 68 IAC 2-6-16 (d) (1) states that a bill validator drop box shall be housed in a locked compartment separate from any other compartment of the electronic gaming device.
7. 68 IAC 2-6-18 (a) states that the internal space of an electronic gaming device must not be readily accessible when the door is closed.
8. At the end of January 2008, the Commission's Director of Enforcement, Director of Compliance and the Gaming Agent Supervisor had a meeting with Argosy Management regarding the number of unsecured slot doors that had been reported. In December of 2007 and January of 2008 there were thirty eight (38) unsecured doors reported with the majority being the belly glass door. At the meeting, the casino outlined a plan for addressing this problem. Since the meeting, Argosy has had 25 reported unsecured slot doors with 17 of those occurring in March.

COUNT IV

9. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present on a riverboat.
10. Pursuant to IC 4-33-9-12, 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.
11. On April 28, 2008, an underage person was allowed to enter the casino without being asked for identification.
12. On May 1, 2008, an underage person was allowed to enter the casino after his identification was checked by a security officer.

COUNT V

13. 68 IAC 2-3-9.2 (b) states that riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one of the following events occurs with an occupational licensee: (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason.
14. 68 IAC 2-3-9.2 (c) states the form must be submitted to the enforcement agent within 15 days of the occurrence of the change or action.
15. On April 22, 2008, the Gaming Agents received a termination form from the Human Resource Department. It was discovered that the terminated employee was terminated on March 2, 2007. In October of 2007, the IGC Supervisor and a Gaming Agent had a meeting with the HR Administrative Assistant to advise her that termination and address changes must be submitted within 15 days of the action. A meeting was also held at that time advising the HR Director of these regulatory requirements.

TERMS AND CONDITIONS

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

Argosy shall pay to the Commission a total of \$33,500 (\$4,500 for Count I; \$2,500 for Count II; and \$15,000 for Count III; \$10,500 for Count IV and \$1,000 for Count V) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.


Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Argosy agrees to promptly remit payment in the amount of \$33,500 and shall waive all rights to further administrative or judicial review.

This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written,

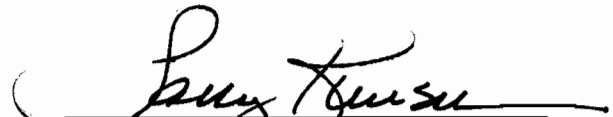
not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Argosy.

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


Ernest E. Yelton, Executive Director
Indiana Gaming Commission

8.25.08
Date


Larry Kinser, General Manager
Indiana Gaming Company, L.P.

8/21/08
Date