

**ORDER 2009-105
IN RE SETTLEMENT AGREEMENT
GRAND VICTORIA CASINO & RESORT LP
09-GV-02**

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

Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

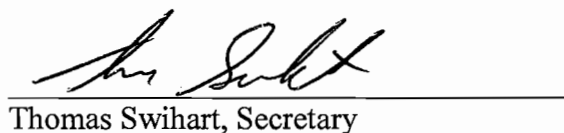
IT IS SO ORDERED THIS THE 11th DAY OF JUNE, 2009.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
GRAND VICTORIA CASINO)	09-GV-02
& RESORT LP)	

SETTLEMENT AGREEMENT

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

FINDINGS OF FACT

COUNT I

1. 68 IAC 11-4-4(e) states the pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
2. On January 29, 2009, a Gaming Agent was informed by Security Dispatch that the lid on a table game was discovered unlocked by a Security Officer during the table games drop. The lid had been left unlocked for approximately ninety (90) minutes. The chips were counted and all were accounted for.

COUNT II

3. 68 IAC 6-3-4 (b)(3) requires the casinos to establish internal controls procedures that require the casino to refuse wagers from and deny gaming privileges to any individual who the casino knows to be a voluntarily excluded person.
4. 68 IAC 6-3-4 (b)(4) requires the casinos to establish internal controls procedures that make all reasonable attempts to ensure that voluntarily excluded persons do not receive direct marketing.
5. 68 IAC 6-3-4 (b)(5) requires the casinos to establish internal controls procedures that ensure voluntarily excluded persons do not receive check cashing privileges or extensions in credit, whether directly through the casino or operating agent, or through a supplier contracting with the casino or operating agent on property hired for the purpose of check cashing privileges or extension of credit, or both.

6. On January 22, 2009, a Gaming Agent was informed by a Security Officer that a Voluntarily Excluded Person ("VEP") was in the casino. The Agent discovered that the VEP had been on the VEP list since August of 2008. The VEP informed the Agent that he had been receiving mailings and comps from Grand Victoria for the past month. He had also received an extension of credit. The Agent then found that the VEP had two player's club accounts in the casino's computer system, one which identified the patron as a VEP.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Grand Victoria 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 Grand Victoria's approved internal control procedures. The Commission and Grand Victoria hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Grand Victoria. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

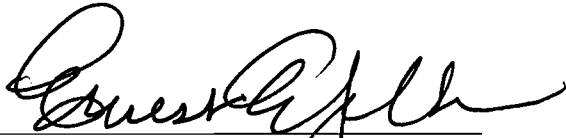
Grand Victoria shall pay to the Commission a total of \$7,000 (\$1,000 for Count I and \$6,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and 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, Grand Victoria agrees to promptly remit payment in the amount of \$7,000 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 Grand Victoria.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

6-02-09

Date



Steven Jimenez, General Manager
Grand Victoria Casino & Resort

5/26/09

Date