

**ORDER 2014-233  
IN RE SETTLEMENT AGREEMENT  
CENTAUR ACQUISITION, LLC  
dba INDIANA GRAND RACING & CASINO  
14-IG-04**

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

APPROVES DISAPPROVES

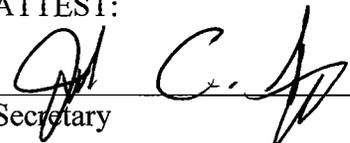
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 20<sup>th</sup> DAY OF NOVEMBER, 2014.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**CENTAUR ACQUISITION, LLC** ) **14-IG-04**  
 )

**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 riverboat where gambling is being conducted.
2. On September 28, 2014 a Gaming Agent was notified by Security Dispatch of a possible underage person at the Center Bar. When the Agent arrived at the Center Bar two Security Shift Supervisors and a Security Officer were present. One of the Security Supervisors handed the Agent the underage person's identification which was from Guatemala. The Agent inquired if the ID in his hand was the one the underage person had used and the Security Supervisor confirmed that it was. The ID indicated that the male was underage. 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 15-1-2(1) states the purpose of the accounting records and procedures is to ensure the assets of the casino licensee or casino license applicant are safeguarded.
4. According to Indiana Grand Internal Control Section 2-2-1 all Restricted Cage Area doors will have access granted only through authorization contained in an access swipe card that is shown to a reader on or near the secure door.
5. On September 25, 2014, a Gaming Agent received a call from a Surveillance Supervisor regarding the High Limit Cage. On September 25, 2014 at 0100 hours a Cage Cashier, a Main Bank Cashier and a Security Officer entered the High Limit Cage for a token drop. All three left the cage at 0101 hours and failed to secure the door. The door remained unsecured for approximately eleven hours.

### COUNT III

6. 68 IAC 15-13-2(a) states in accordance with 68 IAC 15-1-3, the casino licensee or casino license applicant shall submit policies and procedures covering manually paid jackpots.
  - (1) (b) The policies and procedures for manually paid jackpots shall include, but not be limited to, the following areas:
    - (1) The manner in which the slot attendant will verify the validity of the jackpot.
7. According to Indiana Grand Internal Control Section 7-8 Jackpots (Manual) a jackpot payout \$1,200 and above require the Slot Attendant to verify the validity of the jackpot.
8. On August 29, 2014 a Gaming Agent was received a phone call from a patron. The patron told the Agent that he had been to the casino the previous night and a man sitting near him won a \$14,000 jackpot. The man who won the jackpot told him he would give him money if he claimed the jackpot. The man claimed that his identification was in his car and he didn't want to walk out to his car to get it. The patron declined to claim the jackpot but offered to watch the machine so the man could get his ID. The man then asked another man to claim the jackpot and the other man did so. The Agent reviewed surveillance coverage, verifying what the patron had told him. Through surveillance and the jackpot claim form the Agent was able to identify the man who claimed the jackpot. The Agent spoke to the man and he admitted that he had not won the jackpot, but had claimed it. A photograph of the man who actually won the jackpot was shown to the Director of Security and the Director believed the man to be a permanently banned patron.

### 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 \$6,500 (\$1,500 for Count I; \$2,000 for Count II and \$3,000 for Count III) 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 \$6,500, 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

11.17.14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jim Brown, COO and General Manager  
Indiana Grand

11/10/14  
\_\_\_\_\_  
Date