

ORDER 2007-119

**AN ORDER OF THE INDIANA GAMING COMMISSION
CONCERNING A SETTLEMENT AGREEMENT WITH
GRAND VICTORIA CASINO & RESORT LP
07-GV-03**

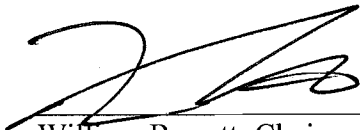
The Indiana Gaming Commission ("Commission") adopts the following order pursuant to authority granted it under IC 4-33.

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby **APPROVES** the proposed terms of the Settlement Agreement.

Pursuant to IC 4-21.5-3, this order is effective fifteen (15) days after the order is served.

IT IS SO ORDERED THIS THE 8th DAY OF NOVEMBER, 2007.

THE INDIANA GAMING COMMISSION:



William Barrett, Chair

ATTEST:



Tom Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
GRAND VICTORIA CASINO)	07-GV-03
& RESORTS LP)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Grand Victoria Casino & Resorts 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 12-1-9(a)(1)(A) requires that surveillance immediately report to a Gaming Agent any surveillance equipment that is out of service due to a malfunction.
2. On June 14, 2007, around 13:20 hours a Gaming Agent observed that a monitor, monitoring activity on the boat, went black. The Agent checked another monitor to make sure that the monitor/camera was working properly. At 14:30 hours, the Agent tried to bring the monitor/camera up again but it was still down. The Agent tried twice to call the surveillance room on the boat but there was no answer. At 14:40 hours, the Agent and Supervisor for Gaming Enforcement at Grand Victoria proceeded to the surveillance room on the boat to inquire about the problem. The surveillance employees informed them that the keypads for all the monitors had locked up and while the cameras were still recording the employees could not use the keypads to pan or zoom; however the keypads in the land office were working and there were two surveillance employees in that office. The land office was able to control the vessel cameras. The Daily Surveillance Report stated that the cameras/keyboards malfunctioned at 13:05 hours. Surveillance did not report this to the Gaming Agents.

COUNT II

3. 68 IAC 11-7-1(b)(2) states that "sensitive keys" means keys that either management or the commission considers sensitive to the riverboat licensee's operation and therefore require strict control over custody and issuance.

4. On June 30, 2007, a Gaming Agent received a call from the Surveillance Shift Manager stating a set of keys was found in a slot machine. A Slot Attendant had left the keys in the machine. They were discovered after about five minutes by a Security Officer.
5. On July 3, 2007, a Security Shift Sergeant contacted a Gaming Agent to report that a Slot Shift Manager had ended her shift and did not return her keys. The keys were later found in her office on her desk.

COUNT III

6. Pursuant to 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." Pursuant to 68 IAC 1-11-1(c), "[a] person under twenty-one (21) years of age shall not be present on a riverboat."
7. On June 27, 2007, an underage person was allowed to enter the casino after her identification was checked. This is the second time in the last six months.

COUNT IV

8. 68 IAC 2-6-38(c)(2) requires that the progressive meter must display the winning progressive amount.
9. On June 2, 2007, a Gaming Agent was notified that a patron had won a progressive jackpot but the amount of the jackpot was in question. The display above the machine showed a jackpot amount of \$43,754.18 while the slot machine showed a winning amount in \$10,000. It was discovered that the progressive link to the machine was set incorrectly, thus reflecting a win of \$43,754.18 in both the computer system and on the display. After the jackpot was won the progressive meter reset to the amount of \$20,000 indicating that the progressive jackpot had been won. The combination on the slot machine showed a win of \$10,000. The patron was paid \$10,000 and the bank of machines was put out of service until the error was resolved. All the other machines in the bank were checked and one other machine was set incorrectly. The machines were coin tested and placed back into service.

COUNT V

10. 68 IAC 6-3-4(b)(4) states the riverboat licensees and operating agents shall make all reasonable attempts to ensure that voluntarily excluded persons do not receive direct marketing.

11. On July 14, 2007, a complaint was received from a VEP participant stating that he was receiving promotional material from Grand Victoria. It was discovered that the patron had two player tracking accounts. One of the accounts was not flagged as a VEP which resulted in his name still being on the marketing list.

COUNT VI

12. 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.
13. On July 12, 2007, a Surveillance Supervisor notified a Gaming Agent that they found an unsecured slot machine door. A Slot Attendant was in the machine seven hours earlier to check the paper printer. The Gaming Agent checked all the seals and the lock on the bill validator. The machine did not appear to be tampered with.

COUNT VII

14. 68 IAC 15-1-2(1) states the purpose of the accounting records and procedures is to ensure that the assets of the riverboat licensee or riverboat license applicant are safeguarded.
15. 68 IAC 15-10-2(a) states the riverboat licensee shall establish policies and procedures to ensure that all transactions that flow through the casino cage shall be accounted for.
16. On June 30, 2007, a Gaming Agent received a call from the Surveillance Shift Supervisor advising that a casino fanny pack containing \$840 in cash was found unsecured and unattended behind the supervisors' booth in the Poker Room. The money reportedly was collected earlier in the day from patrons as an entry fee to enter a poker tournament. A surveillance review showed a Table Games Floor Supervisor collected the entrance fees for the poker tournament and placed the money collected into a fanny pack normally used by slot personnel. After all the fees had been collected the Table Games Floor Supervisor placed the fanny pack on a chair at the Poker Room Supervisors' podium. A short while later the Table Games Floor Supervisor left the Poker Room and did not return. Approximately nine (9) hours later, a Floor Supervisor discovered the fanny pack and after some delay notified the Shift Manager, who notified surveillance. The fanny pack was not touched while it was unsecured and the cash inside correlates with the amount of cash that was collected for the entry fee.

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 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.

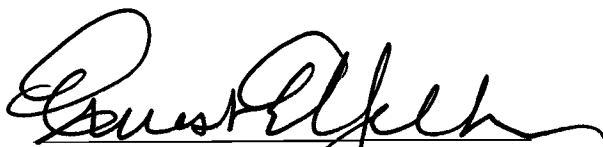
Grand Victoria shall pay to the Commission a total of \$65,500 (\$5,000 for Count I; \$10,000 for Count II; \$3,000 for Count III; \$30,000 for Count IV; \$5,000 for Count V; \$7,500 for Count VI; and \$5,000 for Count VII) in consideration for the Commission foregoing disciplinary action based on the 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 \$65,500 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.

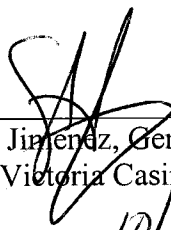
This Settlement Agreement shall be binding upon the Commission and Grand Victoria.

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

11/02/07
Date



Steven Jimenez, General Manager
Grand Victoria Casino & Resort

10/31/07
Date