

**ORDER 2014-125  
IN RE SETTLEMENT AGREEMENT**

**CENTAUR ACQUISITION, LLC  
14-IG-02**

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

**APPROVED**

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APPROVES OR DISAPPROVES

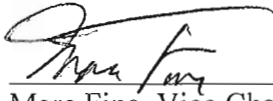
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 26th DAY OF JUNE, 2014.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Vice Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CENTAUR ACQUISITION, LLC</b>	)	<b>14-IG-02</b>
	)	

**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. 68 IAC 6-3-4(b)(5) states internal controls must, at a minimum, ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.
2. According to Indiana Grand Internal Control Section 8-13 page 3 participants in the program will be identified by employees when the participant tries to claim a jackpot, or when items based upon a wager are won, when a participant attempts to cash a check, establish a line of credit, has an entry in the player tracking system, or is generally recognized by an employee.
3. On March 25, 2014 a Gaming Agent was notified by a Cage Supervisor of a possible voluntarily excluded person (“VEP”). The Cage Supervisor informed the Agent of the patron’s name and the Agent verified that the person was a VEP. During an interview with the VEP, the Agent found that she had been to the casino on two other occasions over the past week. The Agent also found that the casino had cashed three checks for the VEP on three different occasions for a total of \$800. When the Agent reviewed video coverage for two of the transactions (the transaction for the first occasion was unavailable due to video retention), he found that one Cage Cashier did not check the identity of the VEP and the other Cashier did not enter the correct last name. Both Cashiers received disciplinary action.

## COUNT II

4. 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.
5. On February 28, 2014 a Gaming Agent was contacted by a Security Supervisor advising that the Indiana State Excise Police ("ISEP") were at the main entrance and wanted to meet with a Gaming Agent. The Agent was informed by ISEP that they sent an underage person into the casino and he was allowed to enter without his identification being checked.

## COUNT III

6. 68 IAC 6-3-3(b) states the VEP is confidential, and the names of voluntarily excluded persons may be disseminated only to a casino licensee for purposes of enforcement or to another entity designated by statute.
7. On February 23, 2014 a Gaming Agent was inspecting the poker room and noticed, in a bin located on the back half wall, a print out of the entire Voluntary Exclusion Program ("VEP") list. The Agent spoke to an EGDA Attendant/Server about the list and was told that the list had been in the bin for a few weeks. The Agent went to the slot office and spoke to a Slot Supervisor and a Poker Room Supervisor about the list. The Slot Supervisor told the Agent that the list had been printed out in preparation for the computer system upgrade that occurred on February 10, 2014. The Agent questioned the Assistant Slot Shift Manager and was informed that the list was printed in case something went wrong with the computers during the upgrade. The Agent finally spoke to the Security Administrative Assistant who told the Agent that she had printed off approximately 10 to 11 copies of the list to be distributed, but she was not sure who received them and she did not collect the lists after the upgrade. She also informed the Agent that she keeps a spreadsheet of the VEP list which she distributes via email to a distribution group. The Gaming Supervisor spoke to the Network Administrator about the distribution list and found there were thirty-seven (37) individuals who receive the VEP list.

## 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 \$16,000 (\$4,500 for Count I; \$1,500 for Count II and \$10,000 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 \$16,000, 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.

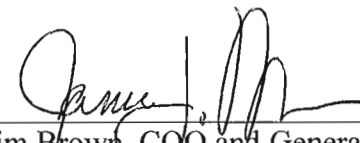
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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

6-25-14  
\_\_\_\_\_  
Date

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

6/3/14  
\_\_\_\_\_  
Date