

ORDER 2019-169

IN RE SETTLEMENT AGREEMENT

**CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND RACING & CASINO
19-IG-03**

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

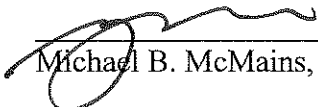
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CENTAUR ACQUISITION, LLC)	19-IG-03
d/b/a INDIANA GRAND RACING &)	
CASINO)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Centaur Acquisition, LLC d/b/a Indiana Grand Racing & Casino (“Indiana Grand”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) 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 11-9-2(a) states the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
3. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
4. Indiana Grand’s approved internal control procedures, N-1.1, describe the procedures for Child Support Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for April 2019. The results of this audit were that two (2) patrons were not searched in the CSADR after winning a taxable jackpot.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for May 2019. The results of this audit were that one (1) patron was not searched in the CSADR after winning a taxable jackpot.

COUNT II

7. 68 IAC 12-1-5(a) states surveillance employees shall:
- (1) monitor regularly; and
 - (2) visually record, either by:
 - (A) continuous recording; or
 - (B) motion activation;whichever is appropriate; the surveillance system coverage of the areas described in this section.
 - (b) The surveillance system shall provide coverage of each of the following areas as specified in this rule:
 - (1) Areas of the main bank, including the following:
 - (A) A general overview of the entire area of each cage and vault area with sufficient clarity to identify patrons and employees.
 - (B) Dedicated coverage with sufficient clarity to identify the following:
 - (i) Currency.
 - (ii) Coin.
 - (iii) Cash.
 - (iv) Cash equivalents.
 - (v) Chip values.
 - (vi) Amounts on credit slips in an area where fills and credits are transacted.
 - (2) Hard and soft count rooms including a general overview of each room and additional dedicated coverage capable of clearly identifying the following: (A) Employees.
 - (B) The value of cash and cash equivalents.
 - (3) The route, both inside and outside the casino, through which monies are transported.
 - (4) The location in which cards and dice are stored and canceled.
 - (5) Ticket redemption kiosks, automated teller machines, and bill breakers with dedicated coverage sufficient to identify the following:
 - (A) Individuals using or servicing the machine.
 - (B) Whether or not cash was received by the individual as a result of the transaction.
8. On May 14, 2019, surveillance notified a Gaming Agent that several cameras were not functioning properly. It was discovered a camera covering a cage window was black and showing no video when surveillance attempted to capture a Multiple Transaction Log (MTL) picture. Nineteen (19) cameras in total were black with no video. An alarm did not alert surveillance that the cameras were not functioning. These cameras cover the cage and count room. Coverage was lost for approximately two (2) hours. A network switch in the IDF failed.

COUNT III

9. 68 IAC 2-3-9.2(b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.

10. On March 20, 2019, a level three license worked her last day at Indiana Grand. The termination paperwork was not received until May 21, 2019.

COUNT IV

11. IC 4-35-7-2 states, "[e]xcept as provided in subsection (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."
12. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
13. On June 13, 2019, an underage person was allowed access to the casino floor. Security did not request identification from the minor.

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 and/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.

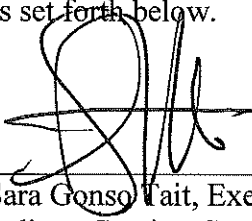
Indiana Grand shall pay to the Commission a total of \$12,000 (\$1,500 for Count I, \$2,000 for Count II, \$1,000 for Count III and \$7,500 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Indiana Grand agrees to promptly remit payment in the amount of \$12,000 and shall waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Indiana Grand.

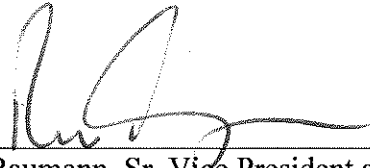
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Vait, Executive Director
Indiana Gaming Commission

8/26/19

Date



Ron Baumann, Sr. Vice President and
General Manager
Indiana Grand

8/23/19

Date