

**ORDER 2019-215**

**IN RE SETTLEMENT AGREEMENT**

**CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND RACING & CASINO  
19-IG-04**

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

**APPROVED**

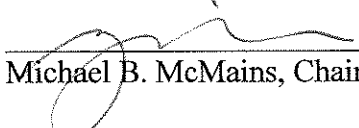
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APPROVES OR DISAPPROVES


the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF NOVEMBER, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CENTAUR ACQUISITION, LLC</b>	)	<b>19-IG-04</b>
<b>d/b/a INDIANA GRAND RACING &amp;</b>	)	
<b>CASINO</b>	)	

**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 11-1-3(c)(4) provides 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.
2. 68 IAC 13-1-1(b)(2) and (3) provides that 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.
3. Indiana Grand’s approved internal controls, E-22, describes the voucher procedures when the system goes down.
4. On June 28, 2019, a Gaming Agent overheard radio traffic that the slot data system was down, and Slot Attendants were picking up system down voucher books to utilize during the system outage per the internal controls. The Gaming Agent observed via surveillance coverage that there were not enough voucher books available for the Slot Attendants. The Gaming Agent also heard radio traffic stating that if the Slot Attendant was using a voucher book they did not need to have Security verify the amount, which is a direct violation of the internal controls. Slot Attendants without a voucher book were given a directive by the Slot Shift Manager to utilize jackpot books during the outage. The Slot Shift Manager advised Attendants to hand the patron the white copy and the Cage would pay them out, and they would settle everything later. It was later determined that the lack of voucher books was a failure on the Cage’s part to restock them through Revenue Audit.

The system went down at approximately 18:16 hours. A representative for Revenue Audit did not arrive until 20:16 to retrieve more system down voucher books. A final review identified that 342 jackpot slips were utilized during the outage. 287 of these vouchers did not have the Security verifier as required by the internal controls. 12 had a Slot Management verifier. Gaming Agents were not immediately notified of the outage by the casino.

### COUNT II

5. 68 IAC 15-6-4(b) provides that vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
6. 68 IAC 15-6-4(e) provides that the vendor and visitor log shall contain the following information:
  - (1) The name of the vendor or visitor.
  - (2) The company or organization the vendor or visitor represents.
  - (3) The date and time the vendor or visitor entered the casino.
  - (4) The purpose that necessitates the vendor or visitor entering the casino.
  - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
  - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
  - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
7. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses and the usage of the vendor log. The memorandum states vendor and visitor badges are not to be utilized by those who hold or should hold an occupational license. If individuals who should have an occupational license attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.
8. On July 1, 2019, a Gaming Agent conducted an audit of the vendor log for April 2019 through June 2019. The outcome of this audit determined the following: 1) there were four (4) occurrences where the company or organization was not noted; 2) there were five (5) occurrences where the name was incomplete and failed to list a first or last name; and 3) There were four (4) occurrences where no name was noted. Three (3) of these occurrences were from unknown individuals employed by a licensed supplier.

### COUNT III

9. 68 IAC 2-6-6(c)(5)(B) provides that if a casino licensee converts an electronic gaming device, the casino licensee must perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
10. On July 20, 2019, a Slot Tech notified a Gaming Agent that an Electronic Gaming Device (“EGD”) was placed into service prior to a coin test. The EGD was in service for approximately seven (7) hours without a coin test. Approximately fifteen (15) patrons played the game during this time and one resulted in a hand pay.

### **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.

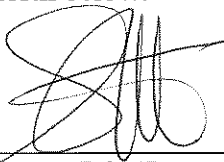
Indiana Grand shall pay to the Commission a total of \$5,300 (\$2,500 for Count I, \$1,300 for Count II, and \$1,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each Count of this Agreement. This Agreement extends only 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 \$5,300 and shall waive all rights to further administrative or judicial review.

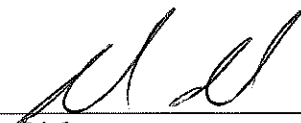
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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 Tait, Executive Director  
Indiana Gaming Commission



\_\_\_\_\_  
Mike Rich  
General Manager  
Centaur Acquisition, LLC

11/0/19

\_\_\_\_\_  
Date

10/30/19

\_\_\_\_\_  
Date