

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

| | | |
|------------------------------|---|-------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| GRAND VICTORIA CASINO |) | 10-GV-02 |
| & RESORT 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 11-3-2(b) states in accordance with 68 IAC 11-1, the riverboat licensee or riverboat license applicant shall submit internal control procedures covering the currency collection and the soft count process to the executive director.
2. Grand Victoria Internal Control Section 2-5 page 1 states that upon exiting the Count Room, all containers will be opened and inspected by a Security Officer.
3. 68 IAC 12-1-6(1) states Surveillance employees must continuously monitor and visually record the soft count procedures in accordance with 68 IAC 11-3.
4. On April 14, 2010, a Gaming Agent was notified by a Revenue Auditor that \$720 (seven hundred and twenty dollars) had been found in soft count paperwork. A review of surveillance footage on April 9th, 10th and 14th showed that the Count Team Supervisor was placing money inside the paperwork and then removing it when outside the count room. The money found in the paperwork on April 14th was money that she had failed to remove before placing the paperwork in a cubicle in the revenue audit area.

COUNT II

5. 68 IAC 12-1-3(c)(10) requires all wiring systems must be designed to prevent tampering and must possess the following requirements or capabilities:
 - (A) Be supplemented with a backup gas generator power source or diesel generator power source, or both, that automatically engages in case of a power failure.

(B) Be capable of returning full power within seven (7) to ten (10) seconds after a power failure.

6. On August 9, 2010 a Gaming Agent was notified by security dispatch that the Uninterrupted Power Supply ("UPS") located on level 4 of the casino had lost power. The outage had shut down computers in the Cage, Main Bank, Marker Bank and Table Games. According to the Surveillance Shift Supervisor the Surveillance Department was not affected. Approximately thirty minutes later the Surveillance Shift Manager reported that twelve cameras had lost complete coverage during the outage which lasted approximately twenty minutes.

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 IC 4-33, 68 IAC and/or 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 \$15,000 (\$10,000 for Count I and \$5,000 for Count II) 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 \$15,000 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

11.3.10
Date



Steven Jimenez, General Manager
Grand Victoria Casino & Resort

10/26/10
Date

ORDER 2010-206
IN RE SETTLEMENT AGREEMENT
GRAND VICTORIA CASINO & RESORT LP
10-GV-02

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

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

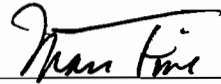
IT IS SO ORDERED THIS THE 10th DAY OF NOVEMBER, 2010.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Secretary