

**ORDER 2017-52
IN RE SETTLEMENT AGREEMENT
CENTAUR ACQUISITION, LLC
17-IG-01**

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 23rd DAY OF MARCH, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CENTAUR ACQUISITION, LLC)	17-IG-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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. 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 riverboat where gambling is being conducted.
2. On November 20, 2016, a Gaming Agent was requested by a Security Shift Supervisor to meet him at the player’s club area regarding an underage person. A Guest Service Representative had discovered the underage person when attempting to register him for a player’s club card. The Agent reviewed surveillance and found the underage person was asked for identification by the Security Officer at the turnstile. The Security Officer inspected the identification and allowed the underage person to access the casino floor.

COUNT II

3. 68 IAC 2-3-1(c)(1) states a person employed by the riverboat gambling operation and whose duties are to be performed on the riverboat is required to hold an occupational license.
4. On November 29, 2016, a Gaming Agent was informed by the Gaming Supervisor that he had received information regarding an employee that had been working since November 1, 2016, without a valid gaming license. The Agent investigated and found on October 27, 2016, a Senior Labor Generalist had sent an email at 8:21am to all the Gaming Agents informing them that a Cage Cashier was separated/terminated. At 10:15am the Senior Labor Generalist sent another email to all the Gaming Agents that the Cage Cashier had decided to stay with the company and would not be terminated. On November 1, 2016, the Senior Labor Generalist sent termination paperwork to the Gaming Office. A Gaming Agent processed the termination paperwork, terminating the

Cage Cashier in the Commission's OCCLIC system. A copy was sent to the Human Resources Department to inform them the Cage Cashier had been terminated. The Gaming Agents did not receive any reinstatement paperwork or any other communication that the Cage Cashier was reinstated. The Cage Cashier worked twenty-eight (28) days without a valid license.

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 \$1,500 (\$1,000 for Count I and \$500 for Count II) 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 \$1,500 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 Indiana Grand.

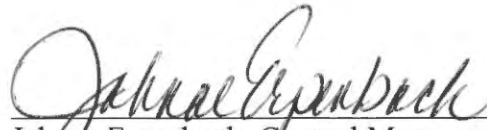
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

3/14/17

Date



Jahnae Erpenbach, General Manager
Indiana Grand 5776

3-10-17

Date