

**ORDER 2015-155**  
**AN ORDER OF THE INDIANA GAMING COMMISSION**  
**IN RE SETTLEMENT AGREEMENT**  
**CENTAUR ACQUISITION, LLC**  
**dba INDIANA GRAND RACING & CASINO**  
**15-IG-03**

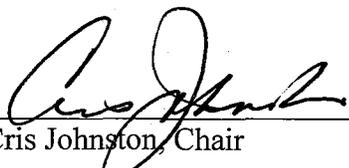
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES

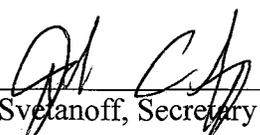
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 17th DAY OF SEPTEMBER, 2015.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, 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>15-IG-03</b>
	)	

**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. 68 IAC 11-3-1(a) states the following definitions apply throughout this rule:
  - (1) "Bill validator report" means a report completed by the soft count team that documents the value of the currency collected from the bill validator drop boxes. The report shall:
    - (A) be completed on a form prescribed or approved by the commission; and
    - (B) include the currency count by denomination and the total amount of currency removed from the bill validator drop boxes.
  - (2) "Bill validator verification report" means a report generated after the completion of the soft count that documents the amount and denomination of the currency that was deposited into a bill validator of an electronic gaming device. The report shall be completed on a form prescribed or approved by the commission and shall include, at a minimum, the following information:
    - (A) The electronic gaming device from which the bill validator drop box was removed.
    - (B) The total dollar value of the currency contained in the bill validator drop box.
    - (C) The number and denomination of each bill contained in the bill validator drop box.
2. 68 IAC 11-3-6(b) states the soft count process shall proceed in the following manner:
  - (1) The soft count team shall notify surveillance prior to the initiation of the soft count. Surveillance shall visually record the entire soft count process.
3. 68 IAC 11-3-6 (c)(12) states once the drop boxes have been counted, the soft count team shall complete the master gaming report or the bill validator report.
  - (21) The original table count slips, drop verification report, bill validator verification report, master gaming report, and bill validator report, with the appropriate tapes attached, shall be forwarded to the accounting department upon completion of the soft count process and after the currency, coin, chips, and tokens have been appropriately transferred or deposited.

(22) The currency counter in the soft count room shall be monitored by the central computer system for purposes of recording the amounts collected from each live gaming device and bill validator drop box. The information sent to the central computer system shall be printed out in the accounting department as a backup. The backup printouts shall be maintained by the accounting department for at least one (1) month. Electronic archival data shall be maintained for a period of one (1) year.

(23) In accordance with 68 IAC 15-7-3, the revenue auditor or the equivalent shall trace the total of the bill-in meter readings as recorded by the bill acceptor flash report to the actual count performed by the soft count team to determine variances. The casino licensee shall require the investigation of all variances. The results of the investigation shall be recorded and reported to the head of the accounting department and the commission audit staff.

4. On May 30, 2015, a Gaming Agent was notified by a Security Shift Supervisor that during the drop process a bill validator ("BV") box that was thought to be empty ("Cold"), instead contained money and TITO tickets ("Hot"). The Supervisor explained to the Agent that during the drop process a Lead Count Room Attendant had removed a Hot BV box from a slot machine and as she replaced it with a Cold BV box she noticed the Cold box felt a little heavier. When she inspected the Cold BV box she realized there was money inside it. The drop process was stopped and he called the Agent. After the drop was resumed another BV box that was thought to be Cold, but was actually Hot, was discovered. Surveillance reviewed the incident and reported to the Agent that on May 27, 2015 the Count Room Manager had placed three Hot boxes at the end of the count table to clean what appeared to be gum off of the boxes while a Count Room attendant next to her docked other Hot boxes. The Manager placed one of the boxes into the queue for the Attendant to dock. The Attendant finished docking the boxes and began to remove the money and TITO tickets from the boxes. The Manager pushes the final two boxes toward the Attendant as he was closing a now Cold box, which he places next to the two Hot boxes. The Attendant flips over all three boxes indicating that they are Cold boxes and the Manager places them in the cart. On the morning of May 30, 2015 at 0332 the Drop Team set out the Cold boxes along the side of the slot machines to prepare for the drop. The two Hot boxes were set out since the Drop Team assumed they were Cold boxes. The Hot boxes were unsecured for approximately 90 minutes. The total amount in the two boxes was a little over \$6,100. It is also noted that Revenue Audit failed to note that on the Slot Drop Discrepancy Report it showed the two boxes as being dropped, but not counted. Several employees were disciplined for their part in this violation.

## COUNT II

5. 68 IAC 6-3-4(a) Each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
  - (b) The internal controls must, at a minimum, address the following:
    - (3) Refuse wagers from and deny gaming privileges to any voluntarily excluded person.
    - (e) A casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, the following:

- (3) Failure to follow internal control procedures adopted under this rule.
6. Indiana Grand Internal Control 8-13 page 3 states participants in the program will be identified by employees when the participant attempts to claim a jackpot, or when other items based upon a wager are won, when the 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. At that time, Security and an IGC Gaming Agent will be notified and the participant will be removed from the Casino.
  7. On June 6, 2015, a Gaming Agent was notified by a Cage Supervisor of a possible VEP on the casino floor. When the Agent arrived at the cage, the person admitted she was a VEP but thought her time was up. The Agent checked the VEP database and found the female was enrolled in the program under her maiden name. The Agent reviewed surveillance video and found the female was paid a credit card advance after a Cage Cashier and Supervisor checked her information. Approximately an hour later she approaches the cage for another cash advance and a different Cage Cashier discovers that the female is in the VEP. The Agent spoke to a second Cage Supervisor and was informed that the female had made a total of three successful transactions before being identified as being in the VEP. The Cage Supervisor also informed the Agent that the second Cashier had discovered the VEP status due to using different criteria to check the database than is the normal process. A search of W-2Gs found that on June 4, 2015 the female VEP was paid a \$1,200 jackpot by the casino.

### **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 \$7,000 (\$5,000 for Count I and \$2,000 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 \$7,000 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 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

9/9/15

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jahnae Erpenbach, General Manager  
Indiana Grand

9-1-15

\_\_\_\_\_  
Date