

**ORDER 2016-207  
IN RE SETTLEMENT AGREEMENT  
CENTAUR ACQUISITION, LLC  
16-IG-03**

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

**APPROVED**

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APPROVES OR DISAPPROVES

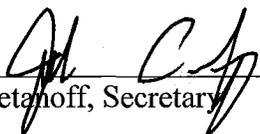
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF SEPTEMBER, 2016.**

**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** ) **16-IG-03**  
 )

**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**

1. 68 IAC 15-13-3 states if a manually paid jackpot exceeds one thousand two hundred dollars (\$1,200), the casino licensee shall complete and file the forms required by the Internal Revenue Service.
2. On May 23, 2016, a Gaming Agent was notified by a Surveillance Shift Supervisor that taxes were not withheld on a jackpot in the Poker Room. The Surveillance Shift Manager told the Agent that a patron had won a jackpot over \$1200 and the Electronic DigiDeal/Server un-paused the game after the game had paused per the software settings for jackpots \$1200 or more. The Agent reviewed video coverage and found that the game had paused for a W2-G to be issued. The Electronic DigiDeal/Server un-paused the game without issuing the W2-G to the winner.
3. On June 6, 2016, a Gaming Agent was contacted by an Electronic Games Manager that a possible jackpot winning hand had occurred in the Poker Room without a W2-G being issued. The Agent reviewed video coverage and found that the game had paused for a W2-G to be issued. The Electronic DigiDeal/Server un-paused the game without issuing the W2-G to the winner.

**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.

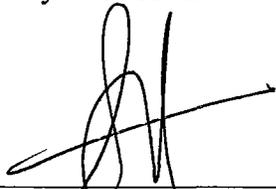
Indiana Grand shall pay to the Commission a monetary total of \$3,000 and will submit a corrective action plan in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant 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 \$3,000, submit a corrective action plan 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 Tam, Executive Director  
Indiana Gaming Commission

8/29/16  
\_\_\_\_\_  
Date

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

8-23-16  
\_\_\_\_\_  
Date