

**ORDER 2008-32**  
**IN RE SETTLEMENT AGREEMENT**  
**GRAND VICTORIA CASINO & RESORT LP**  
**08-GV-01**

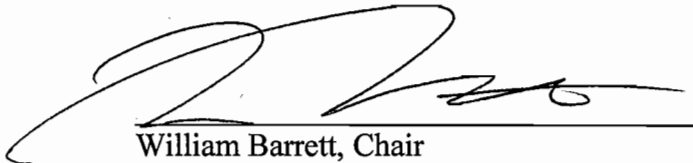
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

**APPROVES**  
**APPROVES OR DISAPPROVES**

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 31st DAY OF MARCH, 2008.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
William Barrett, Chair

ATTEST:

  
\_\_\_\_\_  
Thomas Swihart, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>GRAND VICTORIA CASINO</b>	)	<b>08-GV-01</b>
<b>&amp; RESORTS LP</b>	)	

**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 14-7-4 (h) requires a log documenting all adjustment, repairs or replacement of parts of the roulette wheel or roulette balls, or both, shall be maintained, including, at a minimum, the following: (1) The name of the pit boss or equivalent completing the inspection and the enforcement agent present during the inspection. (2) The date. (3) The roulette table number. (4) Whether an adjustment or replacement was made. (5) The signature of the person making the adjustment or replacement.
2. On August 24, 2007 a Gaming Agent reviewed a Roulette Table Log. Upon review, it was determined that Grand Victoria’s log included the signature of the Table Games Shift Manager approving the adjustments or replacements, but failed to include the signature of the person from the Engineering Department making the adjustment or replacement.

**COUNT II**

3. 68 IAC 12-1-5 (a) requires surveillance employees monitor regularly and visually record, either by continuous recording or motion activation; whichever is appropriate; the surveillance system coverage of the areas described in this section.
4. 68 IAC 12-1-5 (b) requires the surveillance system provide coverage of each of the following areas as specified in this rule: (1) Areas of the main bank, including the following; (A) A general overview of the entire area of each cage and vault area with sufficient clarity to identify patrons and employees. (B) Dedicated coverage with sufficient clarity to identify the following: (i) currency, (ii) coin (iii) tokens, (iv) cash, (v) cash equivalent, (vi) chip values, (vii) amounts on credit slips in any area where fills and credits are transacted.

5. 68 IAC 12-1-5 (f) requires electronic gaming device surveillance must be capable of providing the following: (1) a view of all patrons, (2) a facial view of all patrons with sufficient clarity to allow identification of the patron, (3) a view of the electronic gaming device with sufficient clarity to observe the result of the game, (4) an overall view of the areas around the electronic gaming device and (5) a view of bill validators with sufficient clarity to determine bill value and the amount of credit obtained.
6. On October 2, 2007, a Gaming Agent received an email from a Surveillance Shift Supervisor stating that one of the VCR's was not recording. Apparently, the tape had stopped, been rewound and a surveillance observer forgot to push record again. Surveillance notified the Gaming Agent that after the tapes were switched at the shift change, the record button was not pushed on this VCR. As a result, there was no recorded footage from 2000-2139 hours. This VCR covered several cameras in the electronic gaming device area.
7. On October 8, 2007, a Gaming Agent received an email from a Surveillance Shift Supervisor stating that on October 6<sup>th</sup> and October 7<sup>th</sup> a VCR was not recording properly. On October 6<sup>th</sup>, there was three hours and nine minutes of missing coverage while there was one hour and sixteen minutes missing on October 7<sup>th</sup>. This VCR records four different cameras. The cause of the malfunction on the 6<sup>th</sup> was human error and on the 7<sup>th</sup>, it was mechanical. This camera covered four areas: two in the high limit slot area and two in the Super Cage.

### **COUNT III**

8. 68 IAC 14-3-2 (b) states that all playing cards must meet the following specifications: (1) all decks of cards must be a complete standard deck of fifty-two cards in four suits. The four suits shall be hearts, diamonds, clubs and spades. Each suit shall consist of numerical cards from: (A) two to ten; (B) a jack; (C) a queen; (D) a king; and (E) an ace.
9. 68 IAC 12-1-5(d)(1)(B) states that the playing surface of all gaming tables must be viewed by the surveillance system with sufficient clarity to determine card values.
10. On September 13, 2007, a Gaming Agent received a call from a Surveillance Shift Supervisor that they were missing a jack of diamonds at a blackjack table. It was discovered when they were closing the table. Surveillance coverage was unable to determine if the card was present at the opening of the table. Also, at no time during the day did surveillance coverage show a card falling off the table.

### **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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and 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 \$16,000 (\$3,500 for Count I; \$7,500 for Count II; and \$5,000 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 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 \$16,000 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

3.31.08  
Date



Steven Jimenez, General Manager  
Grand Victoria Casino & Resort

3/28/08  
Date