

**ORDER 2011-64**  
**IN RE SETTLEMENT AGREEMENT**  
**GRAND VICTORIA CASINO & RESORT LP**  
**11-GV-01**

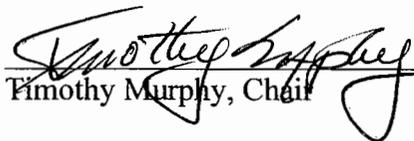
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
\_\_\_\_\_  
APPROVES OR DISAPPROVES

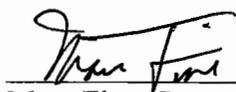
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF MARCH, 2011.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>GRAND VICTORIA CASINO</b>	)	<b>11-GV-01</b>
<b>&amp; RESORT 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 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. Grand Victoria’s internal control page 2, Section 3-17 states the Security Officer will escort the Banker or above to the Cashier’s Cage and escort the new cassettes and coin to the TRC (NRT) units. The Banker or above will then remove the TITO tickets and the cassettes and replace the cassettes with full ones. The TITO tickets and removed cassettes will be taken to the designated cage for balancing.
2. 68 IAC 11-1-2 (1) states the procedures of the internal control system are designed to ensure the assets of the riverboat licensee are safeguarded.
3. On November 9, 2010 a Gaming Agent was informed by the Gaming Supervisor that Grand Victoria Cage employees had removed money from a NRT cassette during the drop/fill process and placed it on the casino floor. The Gaming Agent reviewed the NRT drop/fill process for numerous days and found that the Main Banker would remove the \$20 cassette from the NRT. They would then remove the money from the cassette and set it on the floor. Next, the Main Banker would remove money from a cassette they brought from the cage placing the money into the cassette from the NRT kiosk. The money that was in the NRT cassette was then taken to the cage. The Agent found out that the cassette from the cage was broken and could not be placed inside the NRT.

## COUNT II

4. 68 IAC 14-3-5 (a) states that all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
5. On November 14, 2010 a Gaming Agent was notified by a Surveillance Supervisor that used dice had been found unsecured in the hold. The unsecured dice were left on top of a table games cart after they had been removed from the gaming floor. The dice had been left unsecured for twelve hours.

## COUNT III

6. 68 IAC 2-6-30.1 (a) If the integrity of any electronic gaming device has been legitimately questioned, the riverboat licensee shall run the appropriate diagnostic tests on the device. If the riverboat licensee determines that the device is malfunctioning, the riverboat licensee shall remove the device from play until: (1) the device has been repaired. The riverboat licensee must notify the enforcement agent, in writing, of each electronic gaming device that has been removed from play.
7. On November 22, 2010 a Gaming Agent was conducting a 2010 IGC Audit and when the Machine Entry Authorization Log ("MEAL") was reviewed the Agent noted that a Slot Technician had failed to complete his entry. Upon further review of the MEAL book the Agent noted an entry stating the machine had been betting on its own. From October 11 through November 8, 2010, 26 reasons were entered in the MEAL by 15 different Slot employees indicating that the machine had automatically bet five credits per spin no matter how many credits were selected. When questioned by the Agent, several Slot employees stated that in each instance the patron was reimbursed the amount of money lost. Each time the machine malfunctioned the machine was placed out of service and a Slot Tech was called. The Slot Tech would check the machine parts, settings and communication to the Slot system. The machine was then bill tested and placed back into service. The malfunction was finally identified as a wiring harness, which was replaced on November 8, 2010. No malfunctions have occurred since the replacement. The malfunction was never reported to the Commission.

## COUNT IV

8. 68 IAC 2-6-30.1 states the riverboat licensee must notify the enforcement agent, in writing, of each electronic gaming device that has been removed from play.
9. On December 31, 2010 a Gaming Agent noticed two slot machines placed out of order on the casino floor. The Agent asked a Lead Slot Technician if the two machines needed to be worked on and was told no. The casino had not informed the Commission that the machines were removed from play.

**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.

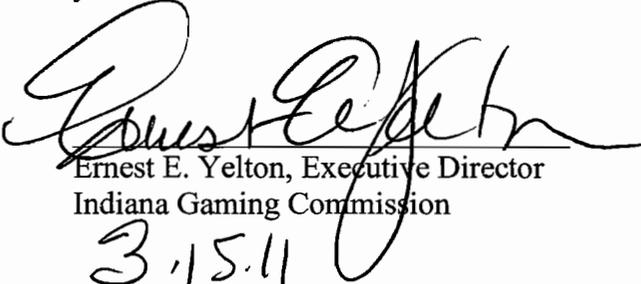
Grand Victoria shall pay to the Commission a total of \$10,000 (\$5,000 for Count I; \$1,500 for Count II; \$2,500 for Count III and \$1,000 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This 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 \$10,000 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

3.15.11  
Date

  
Steven Jimenez, General Manager  
Grand Victoria Casino & Resort

3/4/11  
Date