

ORDER 2015-200
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND
15-IG-04

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 12TH DAY OF NOVEMBER, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Smetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CENTAUR ACQUISITION, LLC)	15-IG-04
)	

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 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee:
 - (1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason.
The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. On May 6, 2015 a Gaming Agent was notified by the Gaming Supervisor that the Director of Human Resources had reported a violation. The Director reported that the Human Resources Department failed to notify the Gaming Agents of the termination of an employee on January 12, 2015. A termination form was given to the Gaming Agents later in the day on May 6, 2015.
3. On June 6, 2015 a Gaming Agent was notified by an Employee Relations Specialist that Human Resources failed to file a terminated employee form to the Gaming Agents. The employee was terminated on January 11, 2015.
4. On July 14, 2015 a Gaming Agent was filing Occupational License Separation from Service or Suspension forms when he came across two forms with the term dates from August 2014. The employees had been terminated on August 14, 2014 and August 26, 2014. The employees were tellers for the horse racing side and the casino thought they only had Horse Racing licenses, but discovered the employees also had gaming licenses when the casino received the annual renewal spreadsheet from the Commission Licensing Coordinator.

COUNT II

5. 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.
6. (b) Vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
7. On May 26, 2015, a Gaming Agent was contacted by the Security Dispatcher about a Security Officer who self-reported that he escorted an underage employee through the casino to the Commission Office to be rebadged. The Agent told the Dispatcher that when the Security Officer brought the employee to the office, the Security Officer stated he was not going to wait since the employee stated she wasn't underage. Once the Security Officer left, the employee asked the Agent if the Security Officer said she wasn't underage. The Agent confirmed it and the employee stated he must not have heard her correctly as she stated she was underage. A surveillance review was conducted and confirmed that the underage employee was escorted through the casino by the Security Officer.
8. On July 14, 2015 a Gaming Agent was notified by the Lead Surveillance Agent that an EVS Attendant escorted two unlicensed employees (new hires) through the casino and into the back of the house. One of the employees was under the age of twenty-one and neither employee had a visitor's badge. A surveillance review confirmed that the employees were escorted through the casino by the EVS Attendant.

COUNT III

9. 68 IAC 2-3-6.1(a)(2) states if an occupational licensee transfers to a new position on the same riverboat licensee, but remains an occupational licensee of the same level, the ten dollar (\$10) replacement fee for the new identification badge is waived.
(3) If an occupational licensee transfers to a new position with the same riverboat licensee that does necessitate a change in his or her licensure level, the occupational licensee must undergo a new application process, including the submission of the application fee in accordance with section 2 of this rule and the licensure fee in accordance with section 3 of this rule. The ten dollar (\$10) replacement fee for the new identification badge is waived. If a higher level of occupational license is needed, the original application fee will be applied toward the higher application fee and only the difference between the application fees must be submitted.
10. On August 30, 2015, a Gaming Agent was assisting electronic gaming technicians on the casino floor when he observed an Electronic Gaming Technician dressed in civilian attire working at a slot tournament. When the Agent asked the Technician what he was doing, the Technician told the Agent he had volunteered to work with marketing. The Director of VIP Services and Relations approached the Agent and told him that the Manager of Training and Development was also working at the slot tournament registration table.

The Director stated she had sent out an email for volunteers to help with the slot tournament. The Agent explained to the Director that he needed to get approval from the Commission for employees to work outside of their badge title to assist him. The Agent also found that a Human Resources Generalist had assisted at a slot tournament a week prior to this tournament. The Manager of Training and Development and the Human Resources Generalist hold level three licenses and to work a tournament they should have a level two 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.

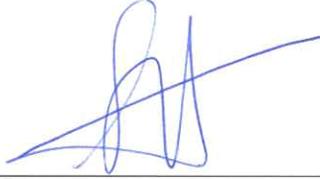
Indiana Grand shall pay to the Commission a total of \$19,000 (\$4,000 for Count I; \$10,500 for Count II and \$4,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor 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 \$19,000 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

11-17-15

Date



Jahnae Erpenbach, General Manager
Indiana Grand

11-12-15

Date