

**ORDER 2017-166
IN RE SETTLEMENT AGREEMENT**

**CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND RACING & CASINO
17-IG-03**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 29th DAY OF SEPTEMBER, 2017.

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)	17-IG-03
d/b/a INDIANA GRAND RACING &)	
CASINO)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Centaur Acquisition, LLC d/b/a Indiana Grand Racing & Casino (“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. 68 IAC 2-3-9.2(c) requires the form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. On March 20, 2017, a Gaming Agent was completing Occupational Licensing Renewal and Termination forms when he noticed termination paperwork for a Food and Beverage Server. The HR Wellness Specialist dated the paperwork for June 14, 2016.

COUNT II

3. 68 IAC 11-7-1(b) states for the purposes of this rule, “sensitive keys” means keys that either management or the commission considers sensitive to the casino licensee’s operation and therefore require strict control over custody and issuance. The term includes keys that will allow access to currency, chips, electronic gaming devices or any item that would affect the integrity of a game.
4. 68 IAC 11-7-3(b) states sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.

5. Indiana Grand's Internal Control Procedures on Key Control P-2.1, describe Indiana Grand's policy and procedures complying with 68 IAC 11-7-3(b).
6. On July 6, 2017, a Gaming Agent was notified by Electronic Games Supervisor of a sensitive key violation. The Electronic Games Supervisor received an email from the key traka box that a sensitive key fob was overdue. The sensitive key had been checked out by another Electronic Games Supervisor. The Electronic Games Supervisor's locker, desk and the slot office were checked but the key was not found. After calling the Electronic Games Supervisor, it was determined that he had the key in his possession and had taken it home.

A surveillance review indicated that the Electronic Games Supervisor exited out of the employee entrance at 3:30pm without the RFID alarm sounding. The key was returned at 21:33. he key was off property approximately six (6) hours.

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 and/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.

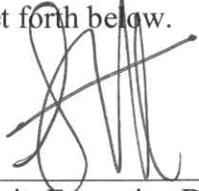
Indiana Grand shall pay to the Commission a total of \$3,500 (\$1,000 for Count I and \$2,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

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 \$3,500 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.

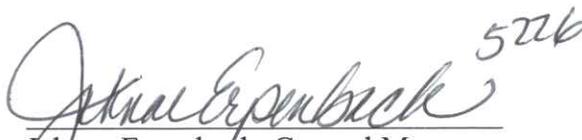
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

9-19-17

Date



Jahnae Erpenbach, General Manager
Indiana Grand

Date