

ORDER 2019-107

IN RE SETTLEMENT AGREEMENT

**CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND RACING & CASINO
19-IG-02**

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

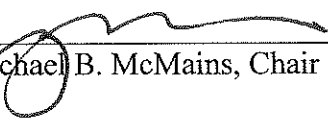
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.


IT IS SO ORDERED THIS THE 30th DAY OF MAY, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CENTAUR ACQUISITION, LLC)	19-IG-02
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 enter into this settlement agreement (“Agreement”) 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 11-9-2(a) provides that the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-9-2(b)(6) provides that the internal control procedures for withholding cash winnings from delinquent obligors shall include the manner in which the casino licensee or trustee will transmit the withheld funds to the bureau.
3. 68 IAC 11-1-3(c)(4) provides that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
4. 68 IAC 13-1-1(b)(2) and (3) provides that the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
5. Indiana Grand’s approved internal control procedures, N-1.1, describe its procedures for Child Support Intercept Process.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (“CSADR”) for January 2019. The results of this audit were that one (1) patron was not searched in the CSADR after winning a taxable jackpot.

7. Gaming Agents conducted an audit of the CSADR for March 2019. The results of this audit were that one (1) patron was not searched in the CSADR after winning a taxable jackpot.

COUNT II

10. 68 IAC 12-1-1.7(a) provides that the surveillance room in the casino shall be staffed by at least two (2) surveillance employees engaged in monitoring operations at all times.
 - (b) In addition to the minimum staffing level outlined in subsection (a), the surveillance room shall be staffed with additional surveillance employees as necessary to ensure that the requirements of this rule are met. Factors relevant to determining staffing levels include, but are not limited to, the following:
 - (1) The time of day.
 - (2) The size of the casino.
 - (3) The number of patrons present.
 - (4) Special events taking place in the casino.
 - (5) Events taking place that require continuous monitoring in accordance with this rule.
 - (6) Any other factor identified by the executive director or the executive director's designee.
11. On March 2, 2019, a Gaming Agent was notified of a physical altercation at the Center Bar. Gaming Agents proceeded to Surveillance to determine what had transpired. One Surveillance Officer was on a break, leaving only two (2) individuals in the surveillance room, a Surveillance Shift Manager and a Surveillance Officer.

Gaming Agents identified that there was not enough staffing in the room to do the necessary work as required. The Surveillance Officer was handling the review of the altercation, and the Surveillance Shift Manager was moving between his work station and another work station at the front of the room answering calls and monitoring surveillance video. During this time, an alarm trigger from Veriodocs identification verification went off when an identification was scanned at the garage entrance and the status of an individual needed to be reviewed. During this time, there was no one actively monitoring the casino floor.

Once the individuals involved in the altercation at the Center Bar were ejected from the property, the Security Shift Supervisor called Surveillance and informed them that two (2) patrons were being ejected and instructed them to monitor their departure. Security was informed by the Surveillance Shift Manager that they were unable to monitor the two patrons' departure because the department did not have enough manpower to observe them because they were busy with other tasks.

COUNT III

12. 68 IAC 6-3-4(a) provides, in relevant part, that each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.

(b) The internal controls must, at a minimum, address the following:

(4) Make all reasonable attempts to ensure that voluntarily excluded persons do not receive direct marketing. A casino licensee will satisfy this requirement if the casino licensee removes the voluntarily excluded person's name from the list of patrons to whom direct marketing materials are sent, and the voluntarily excluded person does not receive direct marketing materials more than forty-five (45) days after the casino licensee receives notice, under section 3(a) of this rule, that the voluntarily excluded person has entered the VEP.

13. Indiana Grand's approved internal control procedures, M-1.3, describe its procedures for the Voluntary Exclusion Program ("VEP").
14. On March 21, 2019, a participant in the VEP called the Commission's VEP Coordinator to report that she had been receiving promotional mail from Indiana Grand.
15. The VEP participant enrolled in the VEP program on December 7, 2018, and Indiana Grand received notice of the participant's enrollment in the VEP on December 26, 2019.
16. On February 9, 2019, Indiana Grand had forty-five (45) days' notice of the participant's enrollment in the VEP, and was required to cease directing marketing materials to the VEP participant.
17. On March 12, 2019, Indiana Grand sent a direct mail piece to the VEP participant to earn 100 Tier credits and to get \$5 per valid period.
18. On March 15, 2019, Indiana Grand sent a direct mail piece to the VEP for one (1) Kroger Grocery Gift Card valued at \$10.

COUNT IV

19. 68 IAC 2-3-9.2(b) provides, in relevant part, that 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 form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
20. On March 14, 2019, Gaming Agents were notified by a SR Team Member Relations Specialist that a marketing team member worked her last day on February 18, 2019, but termination paperwork was never submitted. The team member remained active until March 14, 2019 when the termination paperwork was submitted.

COUNT V

21. 68 IAC 1-5-1(10) provides that a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of apparent criminal activity taking place at the casino. A casino licensee shall submit the notice required under this subdivision to a gaming agent in addition to submitting it to the executive director.
22. 68 IAC 18-1-2(a) provides that the casino licensee shall attempt to resolve all patron disputes with the patron.
23. On March 25, 2019, Gaming Agents received a patron complaint regarding a stolen TITO ticket in the amount of \$91.98. The theft of the TITO ticket occurred on March 21, 2019.

Gaming Agents reviewed the surveillance log, and it was determined that there had been a surveillance review in attempt to locate missing funds. A suspect was unable to be identified. This information was reported back to the Electronic Games Shift Manager who had requested the review. Indiana Grand staff did not notify Gaming Agents about this incident or the missing funds.

COUNT VI

24. IC 4-35-7-2(b) provides, "[e]xcept as provided in subsection (c), a person who is less than twenty-one (21) years of age may not be present in the area of a racetrack where gambling games are conducted."
25. 68 IAC 1-11-1(c) provides that a person under twenty-one (21) years of age shall not be present in a casino.
26. On February 11, 2019, Gaming Agents were notified by Security that an alert had been received that an underage person had attempted to print a player's card from a kiosk. Surveillance had also been notified and was monitoring the patron, who was now at a slot machine.

Gaming Agents approached a male patron who claimed that he mistakenly scanned his cousin's identification. At the same time, Gaming Agent's observed that the male patron's female companion appeared to be underage. When questioned, she claimed that she was not carded at the casino entrance. The female patron initially gave a false name, birthdate, and denied having identification. The female patron finally produced an identification showing she was underage.

After reviewing the surveillance coverage, it was determined that the underage person entered the casino via the garage entrance and went unnoticed by Security.

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.

Indiana Grand shall pay to the Commission a total of \$11,000 (\$500 for Count I, \$1,500 for Count II, \$1,500 for Count III, \$1,000 for Count IV, \$500 for Count V, and \$6,000 for Count VI) 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 Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Indiana Grand agrees to promptly remit payment in the amount of \$11,000 and shall waive all rights to further administrative or judicial review.

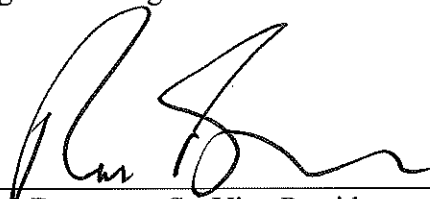
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Indiana Grand.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Ron Baumann, Sr. Vice President and
General Manager
Indiana Grand

5/29/19

Date

5/23/19

Date